

SOLICITATION, OFFER AND AWARD			1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA6	Page 1 of 61
2. Contract No.		3. Solicitation No. W52P1J-04-R-0116		4. Type of Solicitation Negotiated (RFP)	5. Date Issued 2005JAN14	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By HQ AFSC AMSFS-CCA-M ROCK ISLAND, IL 61299-6500 BLDGS 350 & 390			Code W52P1J	8. Address Offer To (If Other Than Item 7)		

SOLICITATION NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until 04:00pm (hour) local time 2005FEB28 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	Name WANDA MALVIK E-mail address: MALVIKW@AFSC.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (309)782-5929
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

Amendment Number	Date	Amendment Number	Date

15A. Contractor/Offeror/Quoter		Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)	
15B. Telephone Number (Include Area Code)		15C. Check if Remittance Address is <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer		17. Signature	18. Offer Date

AWARD (To be completed by Government)

19. Accepted As To Items Numbered		20. Amount	21. Accounting And Appropriation	
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()			23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	
24. Administered By (If other than Item 7)			25. Payment Will Be Made By	
Code			Code	
SCD PAS ADP PT				
26. Name of Contracting Officer (Type or Print)			27. United States Of America _____ (Signature of Contracting Officer)	
			28. Award Date	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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SECTION A - SUPPLEMENTAL INFORMATION

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.252-4500 LOCAL	FULL TEXT CLAUSES	SEP/1997

1. This contract incorporates one or more clauses and provisions by reference, with the same force and effect as if they were set forth in full text. Upon request the Contracting Officer will make their full text available.
2. The entire body of full text regulatory and command unique clauses and provisions will no longer be included in solicitations or contracts. These clauses and provisions have the same force and effect as if the entire full text was included in the solicitation/contract. Where text has been incorporated by reference three astericks are put in its place (***).
3. You can view or obtain a copy of the clauses and provisions on the internet at:
www.afsc.army.mil/ac/aais/ioc/clauses/index.htm. Click on command unique first to locate the clause. If it is not located under command unique click on regulatory to find.
4. All full text clauses have a 6 or 7 as the third digit of the clause number (i.e. AS7000).

(End of clause)

(AS7001)

ITEM: M228 Practice Fuze
NSN: 1330-00-168-5502

1. This acquisition is a combination partial small business set-aside and restriction to the United States and Canada. The solicitation is framed to accommodate two awards of four-year, firm-fixed-price contracts, i.e., a base year and three option periods. The quantity to be awarded is a 60/40 split between two offerors. The winner of one portion of the award will not be eligible to win the other portion and visa versa.

A one-time deviation to the Partial Small Business Set Aside Clause (FAR 52.219-7) was approved on September 21, 2004 to allow deviating from the order of precedence for award of contracts relative to the non-set-aside and set-aside portions and unit cost for the set-aside portion. Award will be made in accordance with the approved deviation to the FAR clause. All offers will be evaluated and award will be made in accordance with the provisions of this solicitation. The overall 'best value' offeror will be awarded the 60 percent portion of the acquisition. If the overall 'best value' offeror is a small business, that award will be considered the set-aside portion of the acquisition. The remaining 40 percent will be awarded to the offeror who is the next 'best value', regardless of their size standard. If the overall 'best value' offeror is a large business, that award will be considered the non-set-aside portion of the acquisition. The remaining 40 percent will be awarded to a small business who is the next 'best value'.

2. The minimum and maximum option range quantities are not guaranteed buy quantities. An award under this solicitation in no way obligates the government to order the stated minimums or maximums.

3. The delivery schedule shown in Section B is based on the contract award date and will be adjusted accordingly at time of award. The First Article Test Report is required nine (9) months from date of contract award and the first production delivery is required twelve (12) months from date of contract award.

4. Earlier deliveries are acceptable at no additional cost to the Government.

5. The Government reserves the right to waive the First Article Test.

6. The proposed unit prices for all quantities shall be marked in the tables (see Exhibit C- Pricing Table). Proposals offering prices for less than all four pricing periods will not be considered. Proposals offering prices for quantities other than those solicited will not be considered.

7. Following are the dates of the pricing periods (PP) covered by this solicitation:

Base Year: Contract Award to 31 December 2005

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Pricing Period (PP) 1: 1 January 2006 to 31 December 2006
Pricing Period (PP) 2: 1 January 2007 to 31 December 2007
Pricing Period (PP) 3: 1 January 2008 to 31 December 2008

8. Engineering Change Proposals (ECPs) are applicable and attached: R2G3003, R3G2004, R3G3006, R3K3017 and R04K2017.

9. NOTE: Clause LS7001, - DISCLOSURE OF UNIT PRICES.

10. Proposals must remain valid for 90 calendar days from the date for receipt of offers specified in this RFP (or amendments (if applicable)).

11. Please provide your CEC # and Taxpayer ID Code: _____

12. Please provide your CAGE or FSCM Code: _____

*** END OF NARRATIVE A 001 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	<u>PRODUCTION QUANTITY</u> SECURITY CLASS: Unclassified		EA	\$ _____	\$ _____
0003	<u>PRODUCTION QUANTITY</u> SECURITY CLASS: Unclassified		EA	\$ _____	\$ _____

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SEE EXHIBIT C

QUANTITY - FORTY (40%)
CLIN 0001

QUANTITY - SIXTY (60%)
CLIN 0003

(INSERT PRICES IN EXHIBIT C)

*** END OF NARRATIVE B 001 ***

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.210-4501 LOCAL	DRAWINGS/SPECIFICATIONS	MAR/1988

The following drawing(s) and specifications are applicable to this procurement and available upon request from the Contracting Officer. NOTE Technical data will be provided as a separate attachment. To receive a copy of the tech data, you must first be certified with the US/Canada Joint Certification Program. To obtain certification you may go to the website at <http://www.dlis.dla.mil/jcp> or call 1-800-352-3572. This certification establishes you as a "certified U.S. contractor". Unauthorized dissemination of this information is prohibited and may result in disqualification as a certified U.S. contractor, and may be considered in determining your eligibility for future contracts with the Department of Defense.

Once you are certified, you may obtain copies of the tech data by contacting:

HQ, U.S. Army Field Support Command (AFSC)
ATTN: AMSFS-CCA-M/Wanda Malvik
1 Rock Island Arsenal
Rock Island, IL 61299-6500
Phone: (309) 782-5929 FAX (309)782-7131
Email: malvikw@afsc.army.mil

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 9235210 dated October 30, 2003, to include ECPs R02G3003, R04G2004, R03G3006, R3K3017, and R04K2017 with revisions in effect (except as follows): N/A

(End of statement of work)

(CS6100)

C-2	52.247-4503 LOCAL	STATEMENT OF WORK - TRANSPORTATION SECURITY REQUIREMENTS	MAR/2004
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Supplies procured under this contract are identified as Sensitive Category IV, requiring Transportation Protective Service (TPS) in accordance with DoD 5100.76M (Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives) and DoD 4500.9R, Defense Transportation Regulation, parts II and III, as added to or amended by applicable military service policies in accordance with guidance provided by Defense Logistics Agency (DLA)/Defense Contract Management Agency (DCMA) or other components assigned to provide contract administration services (CAS) within designated/delegated geographic areas as specified under DOD 4105.59H, DOD Directory of Contract Administration Service Components, dated January 1985, and subsequent issues thereof for offshore/OCONUS procurements.

(End of statement of work)

(CS6101)

C-3	52.225-4502 LOCAL	STATEMENT OF WORK-ENGLISH LANGUAGE DOCUMENTATION	FEB/1992
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All contractor prepared material to be furnished under this contract shall be written in the English language.

(End of statement of work)

(CS7103)

C-4	52.246-4535 LOCAL	STATEMENT OF WORK - AMMUNITION DATA CARDS AND REPORT OF CONTRACTOR BALLISTIC TESTING	AUG/2002
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Ammunition Data Cards shall be prepared in accordance with MIL-STD-1168 and shall follow the format required by the world wide web application identified as WARP or Worldwide Ammunition-data Repository Program. The Report of Contractor Ballistic Testing

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is prepared IAW DI-MISC-80246. Additional details on both of these WARP applications are provided below. Prior to gaining access to WARP contractor/facility personnel involved in the preparation of ammunition data cards shall obtain a userid and password for the Army Electronic Product Support (AEPS) network. Instructions and help for obtaining an AEPS userid and password are as follows:

AEPS Access Procedures

The Army Electronic Product Support (AEPS) is a Department of Defense logistics website. Entering AEPS will allow you access to the SECURED AREA of the Army Electronic Product Support Network. A username and password are required to enter this area. Only authorized DoD personnel and contractors with current active contracts with DoD will receive access into the AEPS website. If you have a requirement for the AEPS website, you must fill out and submit the AEPS Access Request Form found at the following web address:

<http://aeps.ria.army.mil/aepspublic.cfm>

You must click on "Access Request Form" and continue through the steps until completion and click on SUBMIT. You are required to provide a supervisor name, email and phone number if you are a DoD civilian or military. Government contractors are required to provide CAGE code, Contract Number and COR/COTR with "Government" email address. All requestors must provide their Information Assurance Security Officer's (IASO, formerly ISSO) name, email, DSN phone and commercial phone.

After submitting the request, your supervisor/COR/COTR will be emailed a copy of your request and will be asked to verify your information before a user ID will be issued. AEPS User ID and AEPS Login Name mean the same. Your supervisor must REPLY back to the email provding the following:

Approval: (YES/NO)
Supervisor Name
Supervisor E-Mail
Supervisor Phone

The COR/COTR must also provide the same information stated above in his/her REPLY plus provide the Contract Expiration Date (format - MM/DD/YYYY).

Upon notification from your supervisor/COR/COTR, you will be emailed an AEPS User Login Name and instructions for logging into the AEPS website. You will use the AEPS password that you assigned to yourself when you filled out the access request form.

Once you gain access to the AEPS website, you can change your personal information when needed to keep your file current.

AEPS HELP-DESK and Problem Reporting Procedures

Reporting Problems - The AEPS Help Desk has several means of reporting problems:

Call 1-888-LOG-HELP (1-888-564-4357) to speak to an AEPS representative
Contact the AEPS Help-Desk at Comm. (309) 782-0699 or DSN 793-0699 or (309) 782-1426 or DSN 793-1426
Contact the AEPS Help-Desk by FAX: (309) 782-1426 or DSN 793-1426
Contact the AEPS Webmaster by Email: Webmaster (martinj2@ria.army.mil)

Each phone call, email or fax is handled in a prompt and courteous manner. Responses to problems are provided by phone and/or email.

Other means to help assist you in identifying your problems can be found on the AEPS Help Section at web link:

<http://aeps/ria.army.mil/help.cfm>

Here you will find Questions and Answers by clicking in either of the two FAQ subcategories reflected under the HELP tab:

FAQs - AEPS Access Request Process or SSL FAQs - Secured Socket Layer

You may also check out our new Frequently Asked Questions (<https://aeps.ria.army.mil/aepsqa.cfm>) page to get answers on access problems as another means of assistance.

The AEPS Help Section screen <http://aeps.ria.army.mil/help.cfm> also reflects two other topics that can be clicked on to provide further assistance:

"Password Problems or Request Status" at <https://aeps.ria.army.mil/request/info/UserScreen.cfm>
"Ask the AEPS Public Help Knowledge Base" at <http://aeps.ria.army.mil/help/aepshelpmain.cfm>

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Worldwide Ammunition-data Repository Program (WARP)

Once you have obtained an AEPS userid and password allowing entry to the secured area of AEPS you can access the WARP application by scrolling to the bottom of the list of AEPS applications. The WARP opening main page and all subsequent pages contain multiple navigational aids to guide you through the process of inputting information necessary for creating a new ammunition data card. An online users manual will provide additional help in the development of an ammunition data card and it is recommended that you download and read the users manual prior to inputting your initial data card. The user's manual also contains screen shots, which depict what the inputter will see during the ADC input process.

Ammunition Data Card Input

ADC input allows current contractors and government facilities the capability to create, and submit for approval, ADCs which meet the format requirement of MIL-STD-1168B. ADCs are automatically forwarded to the respective Governmental Agency Responsible for Acceptance (GARA). The GARA, in most cases the Defense Contract Management Agency (DCMA) Quality Assurance Representative (QAR), reviews contractor input for accuracy and completeness, and after updating the disposition code for the specific lot, submits the ADC to the database. The inputter is granted access only to ADCs identified with its specific manufacturing code, as identified in MIL-HDBK-1461A, Manufacturer's Symbols. The use of previously inputted ADCs through the TEMPLATE option, significantly reduces input effort, while increasing accuracy and consistency of data.

Email Notification

WARP provides immediate, automated notification to process participants when actions are required. When the producer has completed an ADC submission, an email message is routed to the GARA advising that an ADC awaits review and approval. If the GARA approves the ADC as submitted, the ADC is released to the base and an email, with approved data card, is routed back to the originator. If the ADC requires modification or correction to be in accordance with MIL-STD-1168B requirements, an email is provided to the ADC originator advising that corrective action is required prior to approval.

Information Updates

It is important that the System Administrators are apprised when a producer receives a new contract. The producer shall notify OSC-WARP@osc.army.mil within 30 days after receipt of a new contract. Information to be included shall be the contract number, item, GARA, Manufacturer's identification symbol and the names of the individuals who will be inputting ADCs into the system. If you are a new producer and do not have a Manufacturer's identification symbol, you can obtain one by sending an email to OSC-WARP@osc.army.mil. The email must contain manufacturer's name, address where performance of the contract will take place, and a point of contact.

Report of Contractor Ballistic Testing Module

In addition to its ADC function, WARP also services as a repository for reports of contractor ballistic (or functional) testing. Whenever the contract requires contractor performance of ballistic testing, the results of such testing shall be captured by you, the performing contractor, within a specially designed Lot Acceptance Test Report (LATR) module.

Within the LATR module, you are required to provide a report of any contractor ballistic testing and to submit the report in electronic fashion via the WWW. The report must be a .pdf file for the upload process to work.

The LATR tab on the WARP opening page provides access to the upload process.

An online users manual will provide additional help in the upload process for a Report of Contractor Ballistic Testing. It is recommended that you download and read the users manual prior to uploading your initial Report of Contractor Ballistic Testing. The users manual also contains screen shots which depict the upload process.

The upload process is simple and direct. After inputting several key pieces of information (contract number, noun, etc.) on the LATR initial page the inputter selects the upload button and the LATR module will browse the inputter's hard drive until the correct file is found. At the click of a button the file is uploaded to WARP and the process is complete.

(End of statement of work)

(CS7200)

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LOCAL

The contractor may submit Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs) (Code V shall be assigned to an engineering change that will effect a net life cycle cost), including Notices of Revision (NORs), and Requests for Deviation (RFDs) for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with the Data Item Descriptions cited in block 04 on the enclosed DD Form 1423, Contract Data Requirements List.

Contractor ECPs/VECPs shall describe and justify all proposed changes and shall include NORs completely defining the changes to be made.

Contractors may also submit RFDs, which define a temporary departure from the TDP or other baseline documentation under Government control. The contractor shall not deliver any units incorporating any change/deviation to Government documentation until notified by the Government that the change/deviation has been approved and the change/deviation has been incorporated in the contract.

If the Government receives the same or substantially the same VECPs from two or more contractors, the contractor whose VECP is received first will be entitled to share with the Government in all instant, concurrent, future, and collateral savings.

Duplicate VECPs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VECP has been approved and accepted by the Government.

(End of clause)

(CS7600)

C-6 STATEMENT OF WORK - M228 FUZE FOR THE M69 PRACTICE HAND GRENADE

(Apr 9, 2004)

C-6.1 Scope: This Statement of Work (SOW) encompasses the efforts required to produce the M228 Training fuze. The M228 fuze is used in the M69 Training Hand Grenade. In addition, this SOW encompasses the efforts to provide engineering services. These efforts shall be limited to solving producibility problems, investigation support, maintenance of inventories, and the insertion of new technology. Also, a pre-production evaluation effort (PPE) for the TDP is included in this SOW. The PPE provides the tasks to perform a TDP evaluation and if required ECP generation.

C-6.2 Not Used

C-6.3.0 REQUIREMENTS:

C-6.3.1 Distribution Statements: THE FOLLOWING DISTRIBUTION STATEMENT AND WARNING SHALL BE APPLIED TO ALL ENGINEERING CHANGE PROPOSALS, NOTICES OF REVISION, REQUESTS FOR DEVIATION OR ANY OTHER DOCUMENT relative to the M228 fuze, its components or its application which contain technical data as defined in 22 CFR 120.10

DISTRIBUTION STATEMENT D: Distribution authorized to the Department of Defense and U.S. DoD contractors only, critical technology, determination made (June 3, 2003); The controlling DOD office is: Commander, US ARMY TACOM-ARDEC, ATTN: AMSRD-AAR-AEP-F, Picatinny Arsenal, NJ 07806-5000.

WARNING - This Document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C. sec 2751, et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., App 2401 et seq. Violation of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DOD Directive 5230.25.

When it is technically infeasible to use the entire export control "WARNING" statement, an abbreviated marking may be used, and a copy of the full statement added to the "Notice To Accompany the Dissemination of Export-Controlled Technical Data"

C-6.3.2 Export Control: The following NOTICE TO ACCOMPANY THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA shall be furnished with any drawing or document which is marked with the Export Control "WARNING" as required by DOD Directive 5230.25:

NOTICE TO ACCOMPANY THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA

1. Export of information contained herein, which includes, in some circumstances, release to foreign nationals within the United States, without first obtaining approval or license from the Department of State for items controlled by the International Traffic in Arms Regulations (ITAR), or the Department of Commerce for items controlled by the Export Administration Regulations (EAR), may constitute a violation of law.

2. Under 22 U.S.C. 2778 the penalty for unlawful export of items or information controlled under the ITAR is up to 2 years imprisonment, or a fine of \$100,000, or both. Under 50 U.S.C., Appendix 2410, the penalty for unlawful export of items or information controlled under the EAR is a fine of up to \$1,000,000, or five times the value of the exports, whichever is greater; or for an individual, imprisonment

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of up to 10 years, or a fine of up to \$250,000, or both.

3. In accordance with your certification that establishes you as a "qualified U.S. contractor," unauthorized dissemination of this information is prohibited and may result in disqualification as a qualified U.S. contractor, and may be considered in determining your eligibility for future contracts with the Department of Defense.

4. The U.S. Government assumes no liability for direct patent infringement, or contributory patent infringement or misuse of technical data.

5. The U.S. Government does not warrant the adequacy, accuracy, currency, or completeness of the technical data.

6. The U.S. Government assumes no liability for loss, damage, or injury resulting from manufacture or use for any purpose of any product, article, system, or material involving reliance upon any or all technical data furnished in response to the request for technical data.

7. If the technical data furnished by the Government will be used for commercial manufacturing or other profit potential, a license for such use may be necessary. Any payments made in support of the request for data do not include or involve any license rights.

8. A copy of this notice shall be provided with any partial or complete reproduction of these data that are provided to qualified U.S. contractors.

C.3.3 Not used

C.3.4 Pre-Production Evaluation: The following Pre-Production Evaluation (PPE) Statement of Work (SOW) applies to this contract.

C.3.4.1 TDP Analysis: The Contractor shall perform a PPE effort because the Government recognizes that each contractor brings a unique set of production histories, technical capabilities, and methods of manufacture to the production of an item. The contractor shall submit any PPE ECPs during the production planning phase of any deliverable to eliminate design inconsistencies related to producibility, omissions, errors, and specific elements of producibility, both stated and implied, to include finishes, materials, processes, and design features (DI-MGMT-80909).

C.3.4.2 ECP Preparation: Based upon the Analysis in C.3.4.1 above, the contractor shall prepare Engineering Change Proposals (ECP) IAW paragraph C.6.

C.3.4.3 ECPs (Class II) submitted under the PPE SOW shall have no effect on form, fit, function, interchangeability, interoperability, or any of the requirements or characteristics stated in Requirements for Engineering Change Proposals. The contractor shall provide test data or other evidence suitable to the Government that the proposed changes meet this requirement.

C.3.4.4 ECPs submitted under the PPE SOW shall be marked at the top with "PPE CHANGE". These PPE ECPs will also have a justification code of "C" for compatibility.

C.3.4.5 The contractor shall not prepare PPE ECPs that would result in a technical change adversely affecting the system (end item or component) safety and/or performance characteristics.

C.3.4.6 The contractor shall provide full justification for each proposed PPE change and shall also provide a complete statement of impact if the proposed PPE change is not approved.

C.3.4.7 The contractor shall provide advanced copies (require electronic submittal) of the PPE ECP to the following offices to expedite evaluation by the Government's Configuration Control Board. See the Configuration Management section of this document for electronic submittal.

C.3.4.8 Government Response: The Government will respond within 20 business days of receipt of the ECP by the procuring headquarters. ECPs should be spread out to minimize the impact to the Government review. The 20-day response will only apply to PPE ECPs. PPE ECPs submitted after production begins (on that specific item) will not be processed with the 20-day response policy. The 20-day response time may be reduced if the contractor receives a Government technical review prior to formal submittal of the PPE ECP.

C.3.4.9 PPE Schedule: The PPE effort will start in Pricing Period 1 and be completed before the FAT. Incorporation of a PPE effort shall not cause a slip in the required delivery schedule. The contractor shall provide a PPE plan and schedule (DI-MGMT-80909).

C.3.4.10 PPE Cost: PPE ECPs submitted and approved will be implemented into the contract at no additional cost to the Government. All the resultant changes and additions to the Build-to-Print TDPs and associated engineering and testing work will not result in an increase in contract price. Any producibility changes identified during FAT or production will not result in a cost or delivery impact. The contractor shall provide associated PPE cost for each selected deliverable at the time of proposal for information only.

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C.3.4.11 PPE Disputes: Failure of the parties to agree upon any determination of the necessity for, or the designation of, a change to be made under this portion of the SOW shall be considered a dispute concerning a question of fact within the definition of the "Disputes" clause of this contract.

C.3.4.12 Rights in Technical Data: Any and all data submitted by the contractor under the PPE SOW shall be provided to the Government with unlimited rights.

C.3.4.13 Other Proposed Changes: ECPs not covered by the PPE effort shall be processed IAW paragraph C.6 of the SOW.

C.3.4.14 Certification of Producibility: Upon completion of each the PPE effort, the contractor shall certify to the Government PCO (DI-MISC-80678) that the Build-to-Print TDPs including all components, assemblies, and parts thereof, can be produced, fabricated, assembled, and tested in complete compliance with this contract, including the schedule, price, and quality requirements. The contractor is still responsible to certify the producibility of each deliverable, even if the contractor does not perform a PPE effort on each of the deliverables. The contractor will not be required to certify the Build-to-Prints TDPs to the performance requirements, shelf life or safety. The contractor is required to provide a certification of producibility.

C.3.4.15 Process Failure Mode Effects Analysis (Process FMEA): During pre-production evaluation, the contractor shall perform process FMEA on all operations affecting the following characteristics. The process FMEAs shall identify control measures already in place versus potential failure modes still lacking preventive control measures. Additional information regarding acceptable format and content of process FMEAs may be obtained from the Automotive Industry Action Group (AIAG) at <<http://www.aiag.org/>> ph: 248-358-3003 (ask for document FMEA-3) or visit the FMEA Info Centre at <<http://www.fmeainfocentre.com/index.htm>>. The contractor shall submit the above process FMEAs along with a phased plan for implementing necessary additional control measures in accordance with DI-SAFT-80970A (POTENTIAL PRODUCTION PROCESS FAILURE MODES AND CONTROL MEASURES).

M228 Fuze Characteristic	DTL9235210 Reference
Moisture Content of Black Powder	M102 paragraph 4.3.2.1
Height of formed edge	M102 paragraph 4.3.2.3
Angle between spring legs	M101 paragraph 4.2.5
Spring embrittlement	M103 paragraph 4.3.2.5
Length from point to pivot pin hole	M104 paragraph 4.3.2.6
Safety Clip embrittlement	M103 paragraph 4.3.2.7
Safety pin hardness (unlisted characteristic)	Paragraph 4.3.2.8,
Moisture content of delay composition	M106 paragraph 4.3.2.12
Crack in hinge pin ear or formed edge radius	C2 paragraph 4.3.2.3
Safety pin cracked, broken or crimp not properly formed	C2 paragraph 4.3.2.12
One or both lever hinge ears missing, not bent away from body past vertical center line; or ends not bent upwards	C6-C8 paragraph 4.3.2.12
Inadequate coating or corrosion resistance	Paragraph 4.3.2.12

C.4 Configuration Management: Proposed changes and/or variances (e.g., Engineering Change Proposal, Request For Deviation) as defined in ANSI/EIA-649, shall be documented and submitted to the Government for approval IAW DI-CMAN-80639C for ECPs and for Requests for Deviations DI-CMAN-80640C. Requests for Waivers shall be submitted IAW DI-CMAN-80642C. Changes and/or variances proposed by the contractor to the detail specifications and/or the TDP shall be supported by drawings and other data (e.g., test data and analyses, logistics data, detailed cost proposal) to justify and describe the change, determine its total impact, and the decision regarding acceptance of the change or variance. After Government receipt of a change and/or variance, the Government shall provide a response to the contractor within forty-five (45) calendar days. Receipt of contractual authorization shall constitute the sole authority for the contractor to effect changes that require Government approval.

C.5 Monthly IPT Meetings: The contractor is required to provide technical support and participation with the Government in monthly integrated product team meetings. These meetings are multi-purposed, generally conducted by teleconference and used to communicate and track status of projects in summary form to all team members. In addition the contractor is required to prepare and present briefings to the Government for quarterly production status reviews at the contractor's facility.

(End of scope of work)

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SECTION D - PACKAGING AND MARKING

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	52.211-4508 LOCAL	PACKAGING REQUIREMENTS	JUL/1997

Packaging shall be in accordance with 9251665 revision H, dated 03 August 1998.

When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.

Marking shall be in accordance with 9251665, Revision H, dated 03 August 1998. 2-D bar code marking is required in accordance with 8796522, Revision BL, dated 01 May 2003.

EXCEPTION: The following shall apply to drawing 9251665, Revision H, dated 03 August 1998.

PERFORMANCE ORIENTED PACKAGING (POP) VERIFICATION: In no case shall a container be shipped if the gross weight marked on the package is greater than the POP certified weight. If the average gross weight of the packed containers (determined by weighing two representative samples and averaging the weight) is greater than the certified weight, container marking operations shall cease and the procuring activity shall be contacted immediately.

EXCEPTION TO PERFORMANCE ORIENTED PACKAGING (POP) MARKINGS: If manufactured outside the USA, contractor shall not apply the UN POP certification marking, on drawing 9251665, provided in this contract. Contractors (outside the USA) are responsible to perform UN POP tests on packaging requirements provided in this contract and apply UN POP certification marking authorized by the Competent Authority of the state (country) of manufacture.

Heat treat requirements for all non-manufactured wood used in packaging applies to this contract. See Section C of the contract and R3K3015 applies to MIL-B-46506. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organization's compliance program.

(End of clause)

(DS6303)

D-2	52.247-4517 LOCAL	PALLETIZATION INSTRUCTION	MAR/1992
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Palletization shall be in accordance with 19-48-4116/71, revision 2, dated JAN 95 and 19-48-4116, REV 8, DATED June 2003. Marking shall be in accordance with drawing ACV00561, REV C, DATED 11 July 2003. ECP R3K3017 is called out in the TL, but is already incorporated in REV C of ACV00561.

Heat treat requirements for all non-manufacturer wood used in the palletized load applies to this contract. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organization's compliance program.

(End of clause)

(DS6204)

D-3	52.247-4521 LOCAL	UNITIZATION/PALLETIZATION	MAR/1988
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(a) Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more, unless skids or other forklift handling features are included in the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease in stacking.

(b) A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. When the item being palletized is ammunition/explosive, at least one of the horizontal dimensions must be less than 47 inches. When level A packaging is required, a four-way entry pallet or pallet box, shall be used. All pallet loads shall contain the load in a manner that will permit safe, multiple rehandling during storage and shipment

(End of clause)

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(DS7203)

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SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES-FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.209-4512 LOCAL	FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAY/1994

a. The first article shall consist of:

M228 Hand Grenades Fuze and components including packaging and packing materials in the quantities required by detail item and component specifications and technical data package which shall be examined and tested in accordance with contract requirements, the item specifications), Quality Assurance Provisions (QAPS) and all drawings listed in the Technical Data Package.

b. The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package provided by the Government.

c. The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specifications) referenced thereon, except for:

(1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.

(2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.

(3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.

(4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.

(5) Onetime qualification tests, which are defined as a onetime on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.

d. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date for final inspection and test of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.

e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and Vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual

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inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. The Government Quality Assurance Representative's (QAR) findings shall be documented on DD Form 1222, Request for and Results of Tests, and attached to the contractor's test report. Two copies of the First Article Test Report and the DD Form 1222 will be submitted through the Administrative Contracting Officer to the Contracting Officer with an additional information copy furnished to (Reviewing Office): MCPD and Government technical agency.

f. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) Whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the first article testing resulting from production process change, change in the place of performance, or material substitution shall be borne by the Contractor.

(End of clause)

(ES6031)

E-4	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	FEB/2004
	LOCAL		

(a) Definition. "Contract date", as used in this clause, means the date set for bid opening; or if this is a negotiated contract or a modification, the effective date of this contract or modification.

(b) The Contractor shall comply with:

- () ISO 9002
- () ISO 9001-2000; only design/development exclusions permitted
- (X) ISO 9001-2000; no exclusions permitted

or an alterate program/system approved by the activity listed in block 7 of the Standard Form 33, in effect on the contract date and which is hereby incorporated into this contract.

(End of clause)

(ES6001)

E-5	52.246-4528	REWORK AND REPAIR OF NONCONFORMING MATERIAL	MAY/1994
	LOCAL		

a. Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, DD Form 1694, to the Contracting Officer for review and written approval prior to implementation.

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a

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description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of clause)

(ES7012)

E-6	52.246.4531	ACCEPTANCE INSPECTION EQUIPMENT	MAY/1994
	LOCAL		

a. Acquisition, maintenance, and disposition of inspection equipment shall be in accordance with ANSI/NCSL Z540-1 or ISO 10012-1.

b. The Contractor shall provide all Acceptance Inspection Equipment (AIE) (except for any equipment listed as available in Section H and/or in Appendix I of this contract) necessary to assure conformance of components and end items to contract requirements. Equipment listed as available shall be furnished by the Government in accordance with the Government Property clause of this contract. Government furnished Acceptance Inspection Equipment shall not be used by the contractor or his subcontractors in lieu of work gages.

c. All AIE shall be available for use prior to First Article submission, if First Article is required, or prior to initiation of production under this contract.

d. Contractor furnished AIE shall be made (i) in accordance with the equipment drawings specified in Section C description/specifications section), or (ii) in accordance with any other design, provided that the design documentation is approved by the Government. AIE designs utilized for inspection of characteristics that are classified as Minor require approval by the Government Quality Assurance Representative (QAR). AIE design documentation for inspection of characteristics listed as Critical, Special, or Major shall be submitted to the Government for review and approval in accordance with the Contract Data Requirements List, DD Form 1423.

e. Resubmission of AIE design documentation for approval on a follow on contract is not required provided inspection characteristic parameters) specified in the current technical data package and the previously approved AIE design documentation remain unchanged. The contractor shall provide the contract number and identify previously approved AIE documentation that meets the above prerequisites.

f. The Government reserves the right to disapprove at any time during performance of this contract, use of any AIE not meeting the requirements of the approved design documentation.

(End of clause)

(ES7010)

E-7	52.246-4532	DESTRUCTIVE TESTING	MAY/1994
	LOCAL		

a. All costs for destructive testing by the Contractor and items destroyed by the Government are considered as being included in the contract unit price.

b. Where destructive testing of items or components thereof is required by contract or specification, the number of items or components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to the delivered to the Government as set forth in the Contract Schedule.

c. All pieces of the complete First Article shall be considered as destructively tested items unless specifically exempted by other provisions of this contract.

d. The Contractor shall not reuse any components from items used in a destructive test during First Article, lot acceptance r inprocess testing, unless specifically authorized by the Contracting Officer.

e. The Government reserves the right to take title to all or any items or components described above. The Government may take title to all or any items or components upon notice to the Contractor. The items or components of items to which the Government takes title shall be shipped in accordance with the Contracting Officer's instructions. Those items and components

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to which the Government does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor.

(End of clause)

(ES7011)

E-8 52.246-4550 CRITICAL CHARACTERISTICS
LOCAL

FEB/2004

- a. The contractors processes shall be designed to prevent the creation or occurrence of critical nonconformances. The contractor shall establish, document and maintain specific procedures, work and handling instructions and process controls relating to any critical characteristics.
- b. The contractor shall assure his critical processes are robust in design such that product and performance are relatively insensitive to design and manufacturing parameters. A robust design anticipates changes and problems. Robust processes shall be designed to yield less than one nonconformance in one million.
- c. An inspection/verification system shall be employed that will verify the robustness of your critical processes. Maximum use should be made of automated inspection equipment to accomplish verification of product quality. Mistake proofing techniques of your material handling and inspection systems are encouraged.
- d. Previous Practices/Special Characteristics. As a result of previous practices, the governments technical data may refer to Critical (not annotated with I or II) and Special characteristics. Characteristics classified as Critical (not annotated with a I or II) shall be subject to all requirements herein associated with Critical (I) characteristics and level I Critical nonconformances. Unless otherwise stated in Section C, characteristics classified as Special shall be subject to all requirements herein associated with Critical (II) and Level (II) Critical nonconformances.
- e. Contractor Identified Critical Characteristics List (CICCL). Not including critical characteristics defined in the governments technical data (drawings, specifications, etc.), the contractor shall identify and document all material, component, subassembly and assembly characteristics whose nonconformances may result in hazardous or unsafe conditions for individuals using, maintaining or depending upon the product. All additional critical characteristics identified by the contractor shall comply with the critical characteristic requirements of the technical data package, supplemented herein. The contractors additional critical characteristics shall be classified as Critical (I) or Critical (II), and shall be reviewed and approved by the procuring activity prior to manufacturing (DI-SAFT-80970A). The following definitions are provided. Level I critical nonconformance. A nonconformance of a critical characteristic that judgment and experience indicate would result in hazardous or unsafe conditions for individuals using, maintaining or depending upon the product; or a nonconformance that judgment and experience indicate would prevent performance of the tactical function of a weapon system or major end item. The following (as a minimum) are classified as Level I critical nonconformances:
- (1) A nonconformance that will result in a hazardous or unsafe condition (often referred to as a single point failure).
 - (2) A nonconformance that will remove or degrade a safety feature (such as those in a safe and arm device or fuzing system).
 - (3) A nonconformance that will result in violation of mandatory safety policies or standards. Level II critical nonconformance: A nonconformance of a critical characteristic, other than Level I. This includes the nonconformance of a characteristic that judgment and experience indicate may, depending upon the degree of variance from the design requirement, the presence of other nonconformances or procedural errors,:
- (1) result in a hazardous or unsafe conditions for individuals using, maintaining or depending upon the product, or
 - (2) prevent performance of the tactical function of a major end item.
- f. In the event that a Critical nonconformance is found anywhere in the production process, the contractor, as part of his quality system, shall have procedures in place to ensure:
- (1) The nonconformance is positively identified and segregated so that there is no possibility of the item inadvertently re-entering the production process. This control shall be accomplished without affecting or impairing subsequent defect analysis.
 - (2) The operation that produced the defective component or assembly and any other operations incorporating that component or assembly is immediately stopped.
 - (3) The government is immediately notified of the critical nonconformance (telephonically and electronic mail.) (DI-SAFT-80970A).
 - (4) Any suspect material (material in process that may contain the same defect) is identified, segregated and suspended from any further processing.
 - (5) An investigation is conducted to determine the cause of the deficiency and required corrective actions. A report of this investigation shall be submitted to the government (DI-SAFT-80970A). The use of the DID report shall not delay notification to the government.
 - (6) A request to restart manufacturing or to use any suspect material associated with the critical nonconformance is submitted to the government (DI-SAFT-80970A). Restart of production shall not occur until the investigations are complete or upon authorization from the procuring contracting officer. All objective evidence of the investigations to date shall be available for review at the time of restart. Suspect materiel found to be nonconforming shall not be used without Government approval.
- g. The contractor may develop alternative plans and provisions relative to government or contractor identified Critical level (I) and Critical Level (II) characteristics. The provisions shall be submitted to the government for advanced approval and shall address the following:

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(1) Complete explanation of potential failure mode(s) together with supporting historical and statistical data.

(2) Pre-established plan of action (POA) to be taken when a critical nonconformance occurs and a description of controls to ensure there is no possibility of the nonconforming item inadvertently entering the production process.

(3) Means of tracking nonconformance rate, investigative results and corrective actions taken.

(4) Method to immediately verify that a produced critical nonconformance is consistent with the identified failure mode(s) and does not exceed the historical nonconformance rate.

The contractor can resume production without specific government approval based upon the pre-approved alternate plans and provisions for Critical (I) characteristics and level (I) Critical nonconformances and Critical (II) characteristics and level (II) Critical nonconformances.

h. If a critical nonconformance is discovered during further processing or loading, the original manufacturer who introduced the critical nonconformance shall bear responsibility for the nonconformance.

i. The Government Quality Assurance Representative will perform the surveillance actions necessary to ensure compliance with (End of clause)

(ES7500)

E-9 - Supplemental Quality requirements - M228 Hand Grenade Fuze

SQ-1 First Article Requirements. In conjunction with Section E clause, FIRST ARTICLE TEST (CONTRACTOR TESTING) 52.209 4512 OSC (MAY 1994) of this contract, the following provisions apply.

SQ-1.1 Option quantities may be exercised either with or without first article. If the award is with first article, (e.g., presuming a break in production) the contractor shall conduct first article testing and receive first article approval from the Procuring Contracting Officer prior to commencing contract production on the option quantity unless authorized otherwise by the contracting officer.

SQ-1.2 When a first article is required during contract production because of changes or a break in production (as outlined in paragraph f of the above Section E clause), the contractor shall conduct first article testing and receive first article approval prior to incorporating changes or resuming contract production.

SQ-2 Inspection and Test Equipment. In conjunction with Section E clause ACCEPTANCE INSPECTION EQUIPMENT (AIE) 52.246 4531 OSC (MAY 1994) of this contract, the following provisions apply.

SQ-2.1 Critical Safety Item Inspection Equipment. The contractor shall use automated AIE to perform all required critical defect inspections unless otherwise approved by the Government technical agency. The Government may approve less than 100% automated AIE when the contractor submits proof of significant technology or cost barriers. The contractor shall design, install and make automated AIE operational in compliance with a phased plan submitted by the contractor and approved by the Government. The goal of the phased plan is to achieve 25% completion (i.e., 25% of all automated AIE required for M228 Fuze; approved, in place and operational) within the first year and the remainder completed by the end of three years. The contractor has the latitude of using manual and visual acceptance inspections during the interim. However, the contractor's acceptance inspections (i.e., automated, manual and redundant visual inspections) shall have a composite reliability capable of preventing critical defective escapes of less than one per million. The contractor shall objectively determine the reliability of acceptance inspections by demonstration and analysis. In addition, the contractor shall require AIE (both manual and automated) to be linked to electronic databases for storage of inspection records. The contractor shall submit the phased approach including prioritized list of automated AIE for critical defect inspections in accordance with DI-SAFT-80970A (CRITICAL SAFETY ITEM, CHARACTERISTIC AND CRITICAL DEFECT REPORT).

SQ-3 Quality Reporting.

SQ-3.1 Lot Acceptance Test Reports. The contractor shall provide lot acceptance test reports (functional tests only) for the M228 Fuze in accordance with DI-NDTI-80809B (TEST/INSPECTION REPORT).

SQ-3.2 Test Procedures. For fuze lot acceptance testing (functional tests only), the contractor shall submit equipment calibration and test procedures to the government technical agency for information in accordance with Data Item Description DI-NDTI-80603 (TEST PROCEDURE).

SQ-3.3 Failure Analysis Reporting. In the event of First Article or lot acceptance test failures, the contractor shall perform a detailed failure analysis into the nature and cause of the failure as well as determine the corrective action required to lessen or prevent recurrence. The contractor shall provide failure analyses and corrective action reports in accordance with DI-RELI-81315 (FAILURE ANALYSIS AND CORRECTIVE ACTION REPORT) in contractor format.

SQ-4 Production Quality Records.

SQ-4.1 Material Certifications. The contractor shall require objective evidence such as materials test reports or certificates of analysis to verify conformance of material chemical, physical and mechanical properties for component hardware and materials. The contractor shall also require objective evidence to determine conformance of special processes including preservation coatings. Manufacturing Quality Objectives.

SQ-5 Prevention and Detection of Critical Defectives. In conjunction with Section E clause, Critical Characteristics 52.246-4550 of this contract, and as part of assuring critical production processes are robust, the contractor shall apply positive control measures (including but not limited to electronic sensors and automated control systems, etc.,) to all processes that can reasonably contribute to or result in the manufacture of critical defects. These positive control systems shall be designed to detect and control proper process functioning as necessary to prevent the manufacture of critical defectives. Production processes identified by the above criteria shall be monitored sufficiently to permit no more than one critical defective per million to escape detection (See paragraph SQ-2.1, Critical Safety Item Inspection Equipment). The Government may accept less than 100% fault proofing when the contractor submits proof of significant technology or cost barriers. During Pre-production Evaluation (see Section C-7, paragraph C.3.4.15) the contractor shall perform process failure mode effects analysis (Process FMEA) to identify and prioritize potential process failures modes for preventive measures. Based on the process FMEAs, the contractor shall submit a phased approach including prioritized list of critical potential process failure modes requiring positive prevention controls with a description of proposed process control measures and

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process monitoring procedures in accordance with DI-SAFT-80970A (CRITICAL SAFETY ITEM, CHARACTERISTIC AND CRITICAL DEFECT REPORT). This data submission shall include the underlying process FMEAs. Additional information regarding acceptable format and content for process FMEAs may be obtained from the Automotive Industry Action Group (AIAG) at <<http://www.aiag.org/>>, ph: 248-358-3003 (ask for document FMEA-3) or visit the FMEA Info Centre at <<http://www.fmeainfocentre.com/index.htm>>.

SQ-5.1 The Government reserves the right not to approve Alternate Critical Nonconformance Control Plans for processes that are not under positive control measures.

SQ-5.2 Critical Item Defective Tracking. The contractor shall provided 100% accountability for all critical item defectives by recording ultimate disposition such as rework or demil when applicable.

SQ-5.3 Manufacturing Feedback Loop. The contractor shall electronically link critical defect data with manufacturing process control data and critical defect plans of action.

SQ-5.4 Statistical Process Control(SPC). In addition to quality requirements of the technical data package which include item drawings and specifications, the Contractor shall implement Statistical Process Control (SPC) on designated characteristics in accordance with approved detail SPC plans. Control chart techniques shall comply with the American National Standards Institute (ANSI) B1, B2 and B3. Alternate SPC Charting methods may be proposed to the Government for review and approval.

The characteristics designated for SPC are as follow:

M228 Fuze	
Characteristic	DTL9235210 Reference
Depth to top of primer holder assembly	M102 paragraph 4.3.2.11
Primer holder assembly push-out resistance	M107 paragraph 4.3.2.11
Safety pin withdrawal upper and lower limit	M107 paragraph 4.3.2.12
Delay time	paragraph 4.3.3.13
Weight of Black Powder	M101 paragraph 4.3.2.1
Diameter of Counterbore	M102 paragraph 4.3.2.4
Location of delay charge from bottom of delay cavity	M101 paragraph 4.3.2.11

SQ-5.4.1 The contractor shall develop and maintain capable production processes for these characteristics. In order to be considered capable processes, the goal is to achieve process performance index greater than or equal to 1.33 (Cpk) for each major characteristic. Likewise for each critical characteristic, the goal is to achieve process performance index greater than or equal to 2.0 (Cpk). The contractor shall submit detail SPC plans addressing the above characteristics to the Government for review and approval in accordance with DI-MGMT-80004 (DETAIL SPC PLAN). Notification by the Government of approval or disapproval of the plans shall be provided in accordance with the timeframes specified on the DD Form 1423. The detail SPC plans shall include the following:

- a. Identify processes/operations affecting each of the above characteristics and provide rationale for selection of SPC control charts; or justification for non-selection. Note: process/operations under a supplier's control affecting these characteristics are also subject to SPC requirements herein. Accordingly, include process/operation parameters at subcontractor/vendor facilities for consideration of SPC when appropriate.
- b. Describe how each characteristic is produced; the chain of events, type and number of machines involved, location of manufacturing facility, tolerances maintained, etc.
- c. Production and inspection machinery used. Include the production rate, number of shifts and length of shifts plus whether inspection is fully or semi-automatic or manual. Identify the type of gages or inspection equipment in use.
- d. Identify the type of control chart selected for each process/operation and whether the process/operation is performed in-house or subcontracted out.
- e. Describe how process capability index is calculated and include the frequency of these calculations.
- f. Procedures for establishing and updating control limits, including frequency of adjustments.
- g. Criteria for determining out-of-control conditions (i.e., trends, points beyond control limits, etc.) and the corrective action taken; to include failure analysis when the process is unstable or when nonconforming product has resulted from unstable processes. Illustrate out-of-control tests.
- h. Describe the method of recording pertinent facts on control charts such as changes in raw materiel, machines, manufacturing methods and environment, and corrective actions taken and describe how control charts are traceable to the product.
- i. Identify various records to be used in support of SPC and describe their use. Identify retention periods.

SQ-5.4.2 Lot acceptance inspection and testing for characteristics designated for SPC may be reduced or eliminated based on statistical process controls when the process or operation parameter under control has demonstrated sufficient stability and capability based on mutual agreement between the Government and Contractor. Further guidance and criteria for approving alternate methods of acceptance can be found in MIL-STD-1916.

SQ-5.4.3 The Contractor is encouraged to implement process and defect prevention controls on characteristics other than those designated for SPC herein. It is noted that lot acceptance inspection and testing requirements cited in the technical data package are for verification purposes and not process or defect prevention controls. The Government recognizes that industry has developed numerous prevention based strategies that result in reduced process variation and promote continuous process improvement initiatives. Lot acceptance inspection and testing may be reduced or eliminated based on implementation of validated control measures and by mutual agreement between the Government and Contractor. Further guidance and criteria for approving alternate methods of acceptance can be found in MIL-STD-1916.

SQ-6 WARP Ammunition Data Cards. Ammunition data card information shall be provided for each fuze lot as well as each component lot requiring a military standard ammunition lot number. Items requiring ammunition data card submittal are the M228 grenade fuze and primer.

SQ-7 Warranty of Supplies and Contractor Corrective Action Plan. In conjunction with Section I clause Warranty of Supplies of a Noncomplex Nature (Apr 1984) of this contract as updated November 24, 2003; the following provisions apply.

SQ-7.1 Correction or Replacement. If under "Remedies available to the Government" section (c) (2) (i), the Contracting Officer by

Name of Offeror or Contractor:

written notice requires correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking), the contractor shall submit a Corrective Action Plan DI-MGMT-80501 (Contractor's Corrective Action Plan) for approval by the PCO. The contractor shall perform correction or replacement in conformance with the approved plan. The contractor's plan shall address the following elements:

SQ-7.1.1 Identification of the specific technical remedies to be applied to eliminate failures. Typical remedies can include, but are not limited to replacement, rework, repair or any combination thereof provided there is technical approval from the PCO, government technical center and customer for each specific remedy.

SQ-7.1.2 A schedule for accomplishment of the correction or replacement.

SQ-7.1.3 An estimate of the cost the contractor will incur in making correction or replacement.

SQ-7.1.4 If supplies are currently in production, actions necessary to assure the cause of the failure is eliminated from supplies to be delivered.

SQ-7.1.5 A description of how the correction or replacement will be accomplished.

SQ-7.2 The Contractor shall submit the Corrective Action Plan to the PCO within 60 days, or such other period as may be mutually agreed, after receipt of the PCO's notice of correction or replacement. The PCO shall, within 30 days after receipt of the contractor's plan, either accept or reject the plan. If the Government approves the plan, the contractor will implement the plan at the contractor's expense. If the contractor's plan is not approved, the contractor shall be informed of the inadequacies and requested to submit a revised plan within 30 days after receipt of such information.

(End of document)

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SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-29	F.O.B. ORIGIN	JUN/1988
F-4	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-5	52.247-59	F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-6	52.247-61	F.O.B. ORIGIN-MINIMUM SIZE OF SHIPMENTS	APR/1984
F-7	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
F-8	52.247-33	F.O.B. ORIGIN, WITH DIFFERENTIALS	JUN/1988

(c)(4) Offeror's differentials in cents for each 100 pounds for optional mode of transportation, types of vehicle, transportation within a mode, or place of delivery, specified by the Government at the time of shipment and not included in the f.o.b. origin price indicated in the Schedule by the offeror, are as follows:

_____(carload, truckload, less-load,
____wharf, flatcar, driveaway, etc.)

(End of clause)

(FF8005)

F-9	52.247-60	GUARANTEED SHIPPING CHARACTERISTICS	DEC/1989
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(a) The offeror is requested to complete subparagraph (a)(1) of this clause for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping cost, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

(i) Type of container: Wood Box _____, Fiber Box _____, Barrel _____, Reels _____, Drums _____,
Other (specify) _____

(ii) Shipping Configuration: Knocked-down _____, Set-up _____, Nested _____, Other (specify) _____

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(iii) Size of container: _____ (length), _____ x _____ (width), _____ x _____ (height), _____ Cubic Ft;

(iv) Number of items per container: _____ Each;

(v) Gross Weight of container and contents _____ Lbs;

(vi) Palletized/skidded ____Yes ____ ,

(vii) Number of containers per pallet/skid _____ ;

(viii) Weight of empty pallet bottom/skid and sides _____ Lbs;

(ix) Size of pallet/skid and contents _____ Lbs Cube ; _____

(x) Number of containers or pallets/skids per railcar _____ *

Size of railcar _____

Type of railcar _____

(xi) Number of containers or pallets/skids per trailer _____ *

Size of trailer _____ Ft

Type of trailer _____

*Number of complete units (contract line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

(i) Rate used in evaluation _____ ;

(ii) Tender/Tariff _____ ;

(iii) Item _____ .

(b) The guaranteed shipping characteristics requested in paragraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

(End of clause)

(FF6012)

F-10 52.211-16 VARIATION IN QUANTITY

APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

Ten (10) percent increase

Ten (10) percent decrease

This increase or decrease shall apply to the total contracts' quantity.

(End of clause)

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(FF7021)

F-11 52.247-4504 TRANSPORTATION SECURITY REQUIREMENTS FOR CONTRACTOR-TO-CONTRACTOR MAR/2004
LOCAL SHIPMENTS

(a) Supplies procured or furnished under this contract/subcontract, which are shipped between two or more contractors, and which are qualified as sensitive in accordance with DoD 5100.76-M (Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives), or are shipped as DOT Class A or B Explosives, require special Transportation Protective Service (TPS) during shipment from all points of origin to all destinations. TPS will be equivalent to the DoD security standard for the applicable sensitive category or explosive class identified under DoD 4500.9R, Defense Transportation Regulation, parts II and III, as added to or amended by applicable military service policies in accordance with guidance provided by Defense Logistics Agency (DLA)/Defense Contract Management Agency (DCMA).

(b) Shipper's Defense Contract Management Agency (DCMA) transportation offices will furnish assistance in providing the sensitive category of items to be shipped, determining the TPS required, and obtaining the TPS from commercial carriers as necessary.

(c) This clause must be entered in all contracts/subcontracts at any tier.

(End of clause)

(FS7115)

F-12 52.247-4531 COGNIZANT TRANSPORTATION OFFICER MAY/1993
LOCAL

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery, and

(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.

(4) For FMS, at least ten days in advance of actual shipping date the contractor should request verification of "Ship to" and "Notification" address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a military air or water port terminal without authorization by the designated point of contact.

(End of clause)

(FS7240)

F-13 47.305-15(B) SPECIAL TRANSPORT/LOADING REQUIREMENTS (HAZARDOUS) FEB/1996
LOCAL

(a) In addition to requirements set forth under General Provision, "Loading, Bracing, and Blocking of Freight Car Shipments," rail shipments will be loaded, blocked and braced in accordance with rules and methods contained in the current editions of Uniform Freight Classification, Association of American Railroads Pamphlet No. 14, Circular 42G and Rules Governing Loading of Commodities on Open Top Cars, Bureau of Explosives Tariff No. BOE 6000 publishing Hazardous Materials Regulations of the Department of Transportation, and Bureau of Explosives Pamphlets No. 6, 6A as applicable. Uniform Freight Classification may be procured from the regulatory classification agent covering territory from which shipment will be made. AAR Pamphlets, Circular and Rules may be procured from the Bureau of Explosives, 59 E. Van Buren St., Chicago, IL 60605. Bureau of Explosives Tariff No. BOE 6000 and Bureau of Explosives pamphlets may be procured from the Bureau of Explosives, Association of American Railroads, 1920 L Street, Washington, D.C. 20036. U.S. Army Defense Ammunition Center (USADAC) approved drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components is specifically applicable to rail loading, blocking and bracing of this item and may be secured by the Contracting Officer or the Defense Contract Management Agency (DCMA).

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(b) Truck shipments will be loaded, blocked and braced in accordance with rules and methods contained in the current editions of National Motor Freight Classification and American Trucking Association, Inc., Motor Carrier's Explosives and Dangerous Articles Tariff, as applicable and effective at the time of shipment. These publications may be procured from the American Trucking Association, Inc., Tariff Order Section, 1616 P St., N.W., Washington, D.C. 20036. USADACS approved drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components is specifically applicable to motor, loading, blocking and bracing of this item and can be secured from the Contracting Officer or DCMA.

(c) TOFC "Piggyback" shipments will be loaded, blocked and braced in accordance with Bureau of Explosives Pamphlet No. 6C or AAR Circular No. 43, copies may be obtained from addresses given in para (a) above. USADAC approved drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components is specifically applicable to loading, blocking and bracing for TOFC shipments and may be obtained from the Contracting Officer or DCMA.

(d) Container shipments will be loaded, blocked and braced in accordance with USADAC drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components which is specifically applicable to loading, blocking and bracing of container shipments and may be secured from the Contracting Officer or the DCMA.

Except as the carrier(s) may be liable, the contractor shall be liable to the Government for any loss or damage resulting from improper loading and/or furnishing and installing dunnage material by the contractor for shipments to be made under this contract.

(End of clause)

(FS7007)

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-2	223.370- 4(A)(3) LOCAL	DISPOSAL OF REMAINING GFM AMMUNITION AND EXPLOSIVES FOLLOWING CONTRACT COMPLETION OR TERMINATION	JUN/1999
H-3	252.223-7001 DFARS	HAZARD WARNING LABELS	DEC/1991

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If none, insert "None") ACT

(End of Clause)

(HA8704)

H-4	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997
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(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material Identification NO.

(If none, insert NONE)

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

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NOTE: The Contractor shall prepare and submit a Material Safety Data Sheet (MSDS) in accordance with this clause to each of the following addresses:

Commander
U.S. Army Joint Munitions Command (JMC)
ATTN: AMSJM-SF
Rock Island, IL 61299-6000

Commander
U.S. Army Field Support Command (AFSC)
ATTN: AMSFS-TD
Rock Island, IL 61299-6500

Commander
U.S. Army Field Support Command (AFSC)
ATTN: AMSFS-CCA-M
Rock Island, IL 61299-6500

Commander
U.S. Army Tank Automotive Command-Rock Island (TACOM-RI)
ATTN: AMSTA-AR-WEP-RP
Rock Island, IL 61299-7630

(HF6011)

H-5	252.211-7003	ITEM IDENTIFICATION AND VALUATION	JAN/2004
	DFARS		

(a) Definitions. As used in this clause
Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Commonly accepted commercial marks means any system of marking products for identification that is in use generally throughout commercial industry or within commercial industry sectors. Some examples of commonly accepted commercial marks are: EAN.UCC Global Trade Item Number; Automotive Industry Action Group B-4 Parts Identification and Tracking Application Standard, and B-2 Vehicle Identification Number Bar Code Label Standard; American Trucking Association Vehicle Maintenance Reporting Standards; Electronic Industries Alliance EIA 802 Product Marking Standard; and Telecommunications Manufacturers Common Language Equipment Identification Code.

Concatenated unique item identifier means

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part number, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, original part number, and serial number within the part number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/uid>.

DoD unique item identification means marking an item with a unique item identifier that has machine-readable data elements to distinguish it from all other like and unlike items. In addition

(1) For items that are serialized within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, and a unique serial number.

(2) For items that are serialized within the part number within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, the original part number, and the serial number.

Enterprise means the entity (i.e., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by a registration (or controlling) authority.

Governments unit acquisition cost means

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery; and

(2) For cost-type line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government for each item at the time of delivery.

Issuing agency code means a code that designates the registration (or controlling) authority.

Item means a single hardware article or unit formed by a grouping of subassemblies, components, or constituent parts required to be delivered in accordance with the terms and conditions of this contract.

Machine-readable means an automatic information technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

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Original part number means a combination of numbers or letters assigned by the enterprise at asset creation to a class of items with the same form, fit, function, and interface.

Registration (or controlling) authority means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreets Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC)/EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

Serial number within the enterprise identifier or unique serial number means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part number or serial number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part number means each item of a particular part number is assigned a unique serial number within that part number assignment. The enterprise is responsible for ensuring unique serialization within the part number within the enterprise identifier.

Unique item identification means marking an item with machine-readable data elements to distinguish it from all other like and unlike items.

Unique item identifier means a set of data marked on items that is globally unique, unambiguous, and robust enough to ensure data information quality throughout life and to support multi-faceted business applications and users.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at <http://www.acq.osd.mil/uid>.

- (b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.
- (c) Unique item identification.
 - (1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for
 - (i) All items for which the Governments unit acquisition cost is \$5,000 or more; and
 - (ii) The following items for which the Governments unit acquisition cost is less than \$5,000:

Contract Line, Subline, or	Item Description
Exhibit Line Item Number	
0001 and 0002	M228 Practice

Fuze_____

- (iii) Subassemblies, components, and parts embedded within items as specified in Exhibit Number N/A or Contract Data Requirements List Item Number Exhibit A.

(2) The unique item identifier and the component data elements of the unique item identifier shall not change over the life of the item.

- (3) Data syntax and semantics. The Contractor shall
 - (i) Mark the encoded data elements (except issuing agency code) on the item using any of the following three types of data qualifiers, as specified elsewhere in the contract:

- (A) Data Identifiers (DIs) (Format 06).
 - (B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and ASC MH 10 Data Identifiers and ASC MH 10 Data Identifiers and Maintenance.
 - (C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution DD format for use until the final solution is approved by ISO JTC1/SC 31. The DoD collaborative solution is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/uid>; and

- (ii) Use high capacity automatic identification devices in unique identification that conform to ISO/IEC International Standard 15434, Information Technology Syntax for High Capacity Automatic Data Capture Media.

- (4) Marking items.
 - (i) Unless otherwise specified in the contract, data elements for unique identification (enterprise identifier, serial number, and, for serialization within the part number only, original part number) shall be placed on items requiring marking by paragraph (c)(1) of this clause in accordance with the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

- (ii) The issuing agency code
 - (A) Shall not be placed on the item; and
 - (B) Shall be derived from the data qualifier for the enterprise identifier.

(d) Commonly accepted commercial marks. The Contractor shall provide commonly accepted commercial marks for items that are not required to have unique identification under paragraph (c) of this clause.

(e) Material Inspection and Receiving Report. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Description.*
- (2) Unique identifier,** consisting of
 - (i) Concatenated DoD unique item identifier; or
 - (ii) DoD recognized unique identification equivalent.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if DoD unique item identifier is used).**

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- (5) Enterprise identifier (if DoD unique item identifier is used).**
- (6) Original part number.**
- (7) Serial number.**
- (8) Quantity shipped.*
- (9) Unit of measure.*
- (10) Governments unit acquisition cost.*
- (11) Ship-to code.
- (12) Shipment date.
- (13) Contractors CAGE code or DUNS number.
- (14) Contract number.
- (15) Contract line, subline, or exhibit line item number.*
- (16) Acceptance code.

* Once per contract line, subline, or exhibit line item.

** Once per item.

(f) Material Inspection and Receiving Report for embedded subassemblies, components, and parts requiring unique item identification. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part, consisting of

- (i) Concatenated DoD unique item identifier; or
- (ii) DoD recognized unique identification equivalent.

(3) Unique item identifier type.**

(4) Issuing agency code (if DoD unique item identifier is used).**

(5) Enterprise identifier (if DoD unique item identifier is used).**

(6) Original part number.**

(7) Serial number.**

(8) Unit of measure.

(9) Description.

** Once per item.

(g) The Contractor shall submit the information required by paragraphs (e) and (f) of this clause in accordance with the procedures at <http://www.acq.osd.mil/uid>.

(h) Subcontracts. If paragraph (c)(1)(iii) of this clause applies, the Contractor shall include this clause, including this paragraph (h), in all subcontracts issued under this contract.

(End of clause)

(HA6001)

H-6 52.242-4506 PROGRESS PAYMENT LIMITATION
LOCAL

MAR/1988

Prior to first article approval, only costs incurred for the first article are allowable for progress payments; however, such payments shall not exceed ten percent (10%) of the initial award value of the contract.

(End of Clause)

(HS6002)

H-7 52.245-4506 GOVERNMENT FURNISHED PROPERTY
LOCAL
Schedule of Government Furnished Property

OCT/1994

(a) Pursuant to the Government Property clause in Section I of this contract, the Government shall furnish F.O.B. contractor's place of performance, the Government-owned property listed in attachment number N/A of this document for use in the performance of this contract.

(b) The property shall be delivered in accordance with the schedule set forth in attachment number N/A of this document.

(c) If the property is not received in accordance with the schedule set forth in attachment number N/A of this document, the Contractor shall immediately notify the Contracting Officer in writing.

(d) The quantity of Government Furnished Material (GFM) which is offered herein is contingent upon award of the total quantity

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solicited herein. Should the actual quantity awarded be less than the total quantity solicited, the Government retains the right to unilaterally reduce the quantity of GFM which will be provided under any resultant contract. Any said reduction shall be on a pro-rata basis.

(End of Clause)

(HS6075)

H-8

246.671 LOCAL

MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250)

JAN/1995

Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

Send copies to:

- Purchasing Office

HQ, Army Field Support Command, ATTN: AMSFS-CCA-M (Wanda Malvik)

- Production Management

HQ, Joint Munitions Command, ATTN: SFSJM-CDR (William Sheets/Marc Dewey)

- Send additional copies of DD Form 250 to addressees listed in the Contract Data Requirements List (CDRL).

(End of clause)

(HS6025)

H-9

242-1107(B)
LOCAL

INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PRODUCTION PROGRESS REPORTS

JUN/1996

a. Production Progress Report (DD Form 375) and Production Progress Report Continuation (DD Form 375c) shall be prepared in accordance with instructions thereon. These forms shall be submitted as required for each separate contract item (identified by noun description not by line item number).

b. The form(s) shall be submitted on a monthly basis within two workdays after each reporting period, beginning with the end of the first full month following contract date. In addition, the contractor shall promptly submit a DD Form 375 reporting any delay in the scheduled delivery or completion as soon as known or anticipated. The forms shall be distributed as follows:

ACTIVITY	ADDRESS	NO. OF COPIES
Purchasing Office (PCO)	HQ, US Army Field Support Command ATTN: AMSFC-CCA-M (Wanda Malvik) 1 Rock Island Arsenal Rock Island, IL 61299-6500	1
Administration Office (ACO)	To be determined	3
Production Manager	HQ, Joint Munition Command ATTN: SFSJM-CDR (Bill Sheets) 1 Rock Island Arsenal Rock Island, IL 61299-6000	1
Project Manager	Commander US Army, ARDEC ATTN: AMSRD-AAR-AEP-F/ Ms. M. Allende-Pastrana Picatinny, NJ 07806-5000	

(End of clause)

(HS6026)

Name of Offeror or Contractor:

H-10	52.247-4545	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION	MAY/1993
LOCAL			

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding//// ☐ YES ☐ NO

If YES, give name of rail carrier serving it: _____

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

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SECTION I - CONTRACT CLAUSES

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-11	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JAN/2005
I-12	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-13	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-14	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-15	52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	OCT/1997
I-16	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS	OCT/1997
I-17	52.215-13	SUBCONTRACTOR COST OR PRICING DATA-MODIFICATIONS	OCT/1997
I-18	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-19	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-20	52.219-7	NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE	JUN/2003
I-21	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-22	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002) - ALTERNATE II	OCT/2001
I-23	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2002
I-24	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-25	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-26	52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM-DISADVANTAGED STATUS AND REPORTING	OCT/1999
I-27	52.222-3	CONVICT LABOR	JUN/2003
I-28	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION	SEP/2000
I-29	52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	JUN/2004
I-30	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-31	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-32	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-33	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-34	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-35	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-36	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-37	52.225-1	BUY AMERICAN ACT-SUPPLIES	JUN/2003
I-38	52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB/2000
I-39	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-40	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-41	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-42	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-43	52.232-1	PAYMENTS	APR/1984
I-44	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-45	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-46	52.232-11	EXTRAS	APR/1984
I-47	52.232-16	PROGRESS PAYMENTS (APR 2003) - ALTERNATE I	MAR/2000
I-48	52.232-17	INTEREST	JUN/1996
I-49	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-50	52.232-25	PROMPT PAYMENT	OCT/2003
I-51	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-52	52.233-1	DISPUTES	JUL/2002

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I-53	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-54	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-55	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUN/2003
I-56	52.242-13	BANKRUPTCY	JUL/1995
I-57	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-58	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-59	52.245-1	PROPERTY RECORDS	APR/1984
I-60	52.245-2	GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS)	MAY/2004
I-61	52.245-18	SPECIAL TEST EQUIPMENT	FEB/1993
I-62	52.245-19	GOVERNMENT PROPERTY FURNISHED "AS IS"	APR/1984
I-63	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-64	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JUN/2003
I-65	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-66	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-67	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-68	252.203-7001 DFARS	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-69	252.203-7002 DFARS	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
I-70	252.204-7000 DFARS	DISCLOSURE OF INFORMATION	DEC/1991
I-71	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-72	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2003
I-73	252.204-7004 DFARS	CENTRAL CONTRACTOR REGISTRATION (OCT 2003) - ALTERNATE A	NOV/2003
I-74	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-75	252.211-7000 DFARS	ACQUISITION STREAMLINING	DEC/1991
I-76	252.215-7000 DFARS	PRICING ADJUSTMENTS	DEC/1991
I-77	252.215-7002 DFARS	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-78	252.219-7003 DFARS	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-79	252.223-7004 DFARS	DRUG-FREE WORK FORCE	SEP/1988
I-80	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	MAY/2004
I-81	252.225-7014 DFARS	PREFERENCE FOR DOMESTIC SPECIALTY METALS (APR 2003) - ALTERNATE I	APR/2003
I-82	252.225-7022 DFARS	RESTRICTION ON ACQUISITION OF POLYACRYLONITRILE (PAN) CARBON FIBER	APR/2003
I-83	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-84	252.232-7004 DFARS	DOD PROGRESS PAYMENT RATES	OCT/2001
I-85	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
I-86	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-87	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
I-88	252.246-7001 DFARS	WARRANTY OF DATA (DEC 1991) - ALTERNATE II	DEC/1991
I-89	52.248-1	VALUE ENGINEERING	FEB/2000

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected

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parts:
 These data, furnished under the Value Engineering clause of contract ___, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

(IF8400)

I-90	52.217-6	EVALUATED OPTION FOR INCREASED QUANTITY	MAR/1989
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- a. This solicitation includes an evaluated option (See Section M).
- b. The Government reserves the right to increase the quantity of item(s) M228 Fuzes by a min/max quantity of up to and including but not exceeding 100 percent as an evaluated option at the price(s) quoted below.
- c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item(s) -1- shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.
- d. The Contracting Officer may exercise the evaluated option at any time preceding -3- by giving written notice to the Contractor.
- e. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.
- f. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.
- g. Offered Unit Prices for the Option Quantities are:

Unit Price

Evaluated Option	
(F.O.B. Origin)	SEE PRICING MATRIX (EXHIBIT C)

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of Clause)

(IF6080)

I-91	52.217-8	OPTION TO EXTEND SERVICES	NOV/1999

The Contracting Officer may exercise the option by written notice to the Contractor anytime prior to delivery of last unit.

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(End of clause)

(IF6096)

I-92 52.243-7 NOTIFICATION OF CHANGES APR/1984

(b) The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Contracting Officer in writing promptly, with seven (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

(d) Government response. The Contracting Officer shall promptly, within seven (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--***

(End of clause)

(IF6250)

I-93 52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE JUN/2003

(b) Contractor's obligations.

(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for 1095 days after acceptance of the product.

(c) Remedies available to the Government.

(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 120 days after discovery of the defect.

(End of clause)

(IF6070)

I-94 252.217-7001 SURGE OPTION AUG/1992
DFARS

(a) General. The Government has the option to--

(1) Increase the quantity of supplies or services called for under this contract by no more than 100 percent; and/or

(2) Accelerate the rate of delivery called for under this contract, at a price or cost established before contract award or to be established by negotiation as provided in this clause.***

(End of clause)

(IA6701)

I-95 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS DEC/2004
(a) Definitions. As used in this clause--

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

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"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

(IF7045)

I-96 52.245-9 USE AND CHARGES (DEVIATION) APR/1984
(a) Definitions. As used in this clause--

Acquisition cost" means the acquisition cost recorded in the contractor's property control system or, in the absence of such record, the value attributed by the Government to a government property item for purposes of determining a reasonable rental charge.

Government property" means property owned or leased by the Government.

Real property" means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or equipment.

Rental period" means the calendar period during which government property is made available for commercial purposes.

Rental time" means the number of hours, to the nearest whole hour, rented property is actually used for commercial purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) General.

(1) Rental requests must be submitted to the administrative Contracting Officer, identify the property for which rental is requested, propose a rental period, and calculate an estimated rental charge by using the Contractor's best estimate of rental

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time in the formulae described in paragraph (c) of this clause.

(2) The Contractor shall not use government property for commercial purposes, including Independent Research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only a noninterference basis.

(c) Rental Charge.

(1) Real property and associated fixtures.

(i) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date the appraisal was performed. The Contractor shall submit the appraisal to the administrative Contracting Officer at least 30 days prior to the date the property is needed for commercial use. Except as provided in paragraph (c)(1)(iii) of this clause,, the administrative Contracting Officer shall use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the administrative Contracting Officer has reason to believe the appraisal rental rate is not reasonable, he or she shall promptly notify the Contractor and provide his or her rationale. The parties may agree on an alternate means for computing a reasonable rental charge.

(2) Other government property. The Contractor may elect to calculate the final rental charge using the appraisal method described in paragraph (c)(1) of this clause subject to the constraints therein or the following formula in which rental time portions of hours rounded to the next higher hour--

Rental charge = (Rental Time in hours) (.02 per month) (Acquisition Cost)/720 hours per month

(3) Alternate methodology. The Contractor may request consideration of an alternate basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(d) Rental payments.

(1) Rent is due at the time and place specified by the Contracting Officer. If a time is not specified, the rental is due 60 days following completion of the rental period. The Contractor shall calculate the rental due, and furnish records or other supporting data in sufficient detail to permit the administrative Contracting Officer to verify the rental time and computation. Unless otherwise permitted by law, payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract or by electronic funds transfer to that office.

(2) Interest will be charged if payment is not made by the specified payment date or, in the absence of a specified date, the 61st day following completion of the rental period. Interest will accrue at the "Renegotiation Board Interest Rate" (published in the Federal Register semiannually on or about January 1st and July 1st) for the period in which the rent is due.

(3) The Government's acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver of relinquishment of any rights it may have against the Contractor stemming from the Contractor's unauthorized use of government property or any other failure to perform this contract according to its terms.

(e) Use revocation. At any time during the rental period, the Government may revoke commercial use authorization and require the Contractor, at the Contractor's expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(f) Unauthorized use. The unauthorized use of government property can subject a person to fines, imprisonment, or both, under 18 U.S.C. 641.

(End of clause)

(IF7007)

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(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

I-98 29.303(C) CALIFORNIA SALES AND USE TAX NOTICE (AL 92-1) MAY/1992

(End of clause)

(IF7002)

I-99 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS FEB/2003
DFARS

(a) Definition. SPI process, as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet in Excel format at <http://www.dcma.mil/onebook/7.0/7.2./7.2.6/reports/modified.xls>.

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;
- (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:

Facility:

Military or Federal Specification or Standard:

Affected Contract Line Item Number, Subline Item Number, Component, or Element:

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror

- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but
- (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

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(IA7015)

I-100 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT MAR/1998
DFARS

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(End of clause)

(IA7035)

I-101 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD MAR/2000
DFARS CONTRACTS)

In addition to the clauses listed in paragraph (c) of the Subcontracts for Commercial Items and Commercial Components clause of this contract (Federal Acquisition Regulation 52.244-6), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).

252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(End of clause)

(IA7745)

I-102 52.201-4500 AUTHORITY OF GOVERNMENT REPRESENTATIVE FEB/1993
LOCAL

AUTHORITY OF GOVERNMENT REPRESENTATIVE
52.201-4500 OSC (FEB 1993)

The Contractor is advised that contract changes, such as engineering changes, will be authorized only by the Contracting Officer or his representative in accordance with the terms of the contract. No other Government representative, whether in the act of technical supervision or administration, is authorized to make any commitment to the Contractor or to instruct the Contractor to perform or terminate any work, or to incur any obligation. Project Engineers, Technical Supervisors and other groups are not authorized to make or otherwise direct changes which in any way affect the contractual relationship of the Government and the Contractor.

(End of clause)

(IS7025)

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Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	CONTRACT DATA REQUIREMENT LIST			
Exhibit B	SECTION B		005	
Exhibit C	PRICING TABLE			
Attachment 001	ECP R04K2017	14-SEP-04	004	
Attachment 002	ECP R2G3003		010	
Attachment 003	ECP R3G2004		048	
Attachment 004	ECP R3G3006	08-MAY-03	007	
Attachment 005	DOCUMENT SUMMARY LIST		003	
Attachment 006	INSTRUCTIONS FOR COMPLETING DD FORM 1423		001	
Attachment 007	ADDRESS CODE DISTRIBUTION FOR ECP/RFD/VECP		002	
Attachment 008	GUIDANCE ON DOCUMENTATION OF CONTRACT REQUIREMENTS LIST		002	
Attachment 009	ECP R3K3017	03-MAR-03	003	

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(KA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
K-2	252.209-7001 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	SEP/2004
K-3	252.227-7028 DFARS	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995

K-4 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS MAY/2004
(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 332993 (NAICS code).
(2) The small business size standard is 1500.
(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.
(1) The offeror represents as part of its offer that it ___is, ___is not a small business concern.
(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ___is, ___is not___ a small disadvantaged business concern as defined in 13 CFR 124.1002.
(3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ___is, ___is not a women-owned small business concern.
(4) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, ___is not ___ a veteran-owned small business concern.
(5) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, ___is not ___ a service-disabled veteran-owned small business concern.
(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that-
(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision-
"Service-disabled veteran-owned small business concern"-

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W52P1J-04-R-0116 MOD/AMD</p>	<p style="text-align: center;">Page 42 of 61</p>
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Name of Offeror or Contractor:

- (1) Means a small business concern-
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

- (d) Notice.
- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
 - (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall0
 - (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

(KF6003)

K-5 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I APR/2002

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] the offeror shall check the category in which its ownership falls:

- ___ Black American
- ___ Hispanic American
- ___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- ___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lank, Bhutan, the Maldives Islands, or Nepal).

individual/concern, other than one of the preceding.

(KF6004)

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DFARS

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

(KA7500)

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.
(LA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	OCT/2003
L-2	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L	DEC/2003
L-3	52.215-1	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITIONS	JAN/2004
L-4	52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC/2001
L-5	252.206-7000 DFARS	DOMESTIC SOURCE RESTRICTION	DEC/1991
L-6	52.216-1	TYPE OF CONTRACT	APR/1984
The Government contemplates award of two firm-fixed-price contracts resulting from this solicitation.			

(End of provision)

(LF6008)

L-7 52.233-2 SERVICE OF PROTEST AUG/1996
(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (Susan Phares, ATTN: AMSFS-CCA-M, 1 Rock Island Arsenal, Rock Island, IL 61299-6500).

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

(LF6021)

L-8 52.211-4510 PARTNERING AUG/2001
AMC

***The principal government representatives for this effort will be Ms. Susan Phares, Contracting Officer, and Mr. Steve Zarley, Product Quality Manager.

(End of Provision)

(LM6100)

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L-9 52.211-4501 SINGLE PROCESSING INITIATIVES SAVINGS PROVISION AUG/1999
LOCAL

(LS6040)

L-10 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS APR/1984
(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of provision)

(LF7015)

L-11 47.304-1(B) F.O.B. POINT (RFPS) SEP/1995

Offers are requested to be submitted on an F.O.B. basis as set forth in Section B and/or F.

(End of Provision)

(LF7007)

L-12 9.306(C) WAIVER OF FIRST ARTICLE APPROVAL SEP/1995

In the event that an offeror cannot furnish the required information, his offer Without First Article Approval will (may, in negotiated procurements) not be considered for award.

IDENTICAL OR SIMILAR ITEMS FURNISHED ON:

Contract Nos. _____

DATES _____

(End of Provision)

(LF7009)

L-13 AMC AMC-LEVEL PROTEST PROGRAM DEC/2000

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office (GAO) or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel ATTN: AMCCC-PL
5001 Eisenhower Avenue
Alexandria, VA 22333-0001
Facsimile number (703) 617-4999/5680
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:
<http://amc.army.mil/amc/cc/protest.html>

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-level Protest Procedures.

(End of provision)

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(LM7010)

L-14	52.212-4501	ELECTRONIC AWARD NOTICE	APR/2001
	LOCAL		

1. Any contract awarded as a result of this solicitation will be posted to the Electronic Document Access (EDA) system website, <http://eda.ogden.disa.mil/>, and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above. In order to obtain an electronic copy of the award, you must be registered in the EDA system. Guidance/instructions for registration can be obtained at the above website.

2. Notice of award to the contractor receiving the award will be issued only via electronic mail. Vendors who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Federal Business Opportunities (FedBizOpps) - FBO Synopsis/Award Search website <http://www.fedbizopps.gov/or> the Army Single Face to industry (ASFI)/Procurement Notifications website <http://acquisition.army.mil> to determine if he/she has received an award. In this event, the vendor's failure to check FEDBIZOPPS or the ASFI in a timely manner shall not be an excuse for failure to perform or grounds for a delivery schedule extension.

3. Notice of award to unsuccessful offerors shall be issued only via electronic mail from the Contracting Office or via the FedBizOpps/Vendor Notification feature. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the ASFI/Procurement Notifications or the FedBizOpps/Award Notification to determine if an award has been made. In this event, the vendor's failure to check these sites to determine if an award has been made shall not constitute grounds for an extension of any protest period allowed by regulation.

VENDOR'S ELECTRONIC MAIL (EMAIL) ADDRESS:

(End of provision)

(LS7100)

L-15	52.215-4501	ARSENALS AS SUBCONTRACTORS	JUN/2000
	LOCAL		

This solicitation is open to competition between Department of Defense activities and private firms. Under the authority of 10 U.S.C. 2208(j), applicable working capital funded facilities are available as potential subcontractors.

(End of provision)

(LS7020)

L-16	52.222-1100	10 U.S.C. 4543 PILOT PROGRAM	FEB/2003
	LOCAL		

Congressional language in Section 141 of the 1998 Defense Authorization Act (10 U.S.C. 4543 Pilot Program) allows "not more than three Army Industrial facilities" to sell manufactured articles and services in support of DoD weapons systems without regard to availability from domestic sources. The three Army industrial facilities in this program are McAlester Army Ammunition Plant, McAlester, OK; Rock Island Arsenal, Rock Island, IL; and Watervliet Arsenal, Watervliet, NY.

Theses facilities cannot submit offers as the prime contractor on this solicitation, but in accordance with the above-described pilot program can act as a subcontractor to potential prime contractors when the statutory requirements (10 U.S.C. 4543) are met.

If you are interested in obtaining information about their capabilities, please contact the following:

McAlester Army Ammunition Plant
Mr. Paul McDaniel, Attn: JCMCM-MO

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Name of Offeror or Contractor:

McAlester, Oklahoma 74501-9002
(918) 420-6452
mcdanpd@mcalestr-emh3.army.mil

Rock Island Arsenal
Mr. William Peiffer, Attn: AMSTA-RI-AP
Rock Island, Illinois 61299-5000
(309) 782-5178/4479
peifferw@ria.army.mil

Watervliet Arsenal
Mr. Ed McCarthy, Attn: AMSTA-WV-ODP
Watervliet, New York 12189-4050
(518) 266-5052
emccarthy@wva.army.mil

(End of clause)

(LS7010)

L-17 15.503 LOCAL DISCLOSURE OF UNIT PRICES

FEB/2004

Unless the offeror notifies the contracting officer, prior to submission of its initial proposal, of an objection to disclosure of its unit price, it is the Government's intent to publicly release (which would include, but is not limited to, a public award synopsis, contractor debrief, procurement history web posting, or Freedom of Information Act (FOIA) request) the unit price(s) stated in the contract awarded under this solicitation. Any objection must be submitted in writing, providing a detailed explanation of how release of the awarded unit price would result in a substantial competitive harm to the contractor. Objections will be reviewed to determine whether harm has been substantiated. Failure to timely notify the contracting officer waives any objection to disclosure of the unit price. A "unit price" is defined as the specified amount to be paid by the Government for the goods or services stated per unit, contract line item, or separately identified contract deliverable. The term "unit price" does not include any information on how the unit price was determined. This constitutes notification pursuant to Executive Order 12600.

(End of provision)

(LS7001)

SUBMISSION REQUIREMENTS:

L-21 PAST PERFORMANCE (SEE L-10): A significant achievement, problem, or lack of relevant data in any evaluation area (in accordance with the FAR, lack of past performance is to be treated as neutral) can become an important consideration in the source selection process. Therefore, offerors are reminded to include all recent and relevant past efforts, including demonstrated corrective actions, in their proposal. The Past Performance volume shall be organized as described below:

Cover

Table of Contents

i. General: The offeror shall detail and describe its delivery performance on all recent and relevant Government or commercial contracts.

a. The offeror must submit a list of all contracts: government, commercial, and foreign military sales (FMS) that meet the criteria of the definition for "Recent". For the purpose of submitting proposals, "recent" is defined as occurring within the past 3 years prior to the solicitation's initial closing date. Relevant is defined as having previously produced like or similar items. Like or similar items are defined as items that have been produced utilizing the same manufacturing processes, essential skills and unique techniques needed to produce the required assemblies. A like item shall also have performed under similar performance parameters and environmental conditions as the required assemblies. Offerors shall provide a brief narrative explanation of how/why they believe their experience is relevant, however, the Government reserves the right to determine whether an item/service is the same or similar. Other sources, available to the Government other than those listed in the contractor's proposal may be used to gather and evaluate criteria. For example, the government may use data gathered via the PPIMS system, pre-award offices at other major support commands, past customers, and previous contracting Officials.

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- b. Offeror is responsible for providing adequate information to show that their past performance is recent and relevant. The offeror shall submit the above required data to effort required by this solicitation.
- c. Offerors shall include in their proposal the written consent of their proposed subcontractors to allow the Government to discuss the subcontractor's past performance evaluation with the offeror during negotiation, if applicable.
- d. The offeror shall identify both prime contracts and major subcontracts for relevant items as defined below. For the purposes of this acquisition, offeror is defined as prime contractor and subcontractor's offers. Both Government and Commercial contract descriptions shall include the information requested below in the following format:
- ii. Quality (TAB A): Offerors shall provide information on their recent, relevant performance in the area of quality. The Government will evaluate all relevant quality issues that it discovers during the period of recent performance, regardless of when the actual delivery was made. Provide: Number (and severity) of Request for Waivers (RFWs) submitted on past production lots. Relevant Historical percentage of Production lots accepted at initial submission to the customer and record of quality related issues impacting on-time delivery of product. Record of quality of First Article Test submissions on this or similar items. Number of government issued Corrective Action Requests (CARs) and adequacy of corrective and preventive actions taken in response to CARs. Summary of historical first-pass yield data, scrap reduction data, or results of past product/ process improvement initiatives. Summary of customer satisfaction data to include number and severity of quality related complaints and responsiveness to product quality deficiency reports (PQDRs) on this or similar items.
- Offeror's past performance should demonstrate that industrial standard quality techniques, such as ISO 9001:2000 or equivalent have been utilized and are a part of the offeror's corporate quality structure. Offeror's similar and relevant past performance should demonstrate that quality procedures are sufficient to provide confidence through objective evidence that products will meet or exceed the requirements of the solicitation.
- iii. On-Time Delivery (TAB B): Offerors shall provide information regarding recent, relevant past performance in the area of timeliness of deliveries. The offeror must provide information for deliveries made, deliveries scheduled-to-be made, and deliveries rescheduled-to-be made during the period of recent past performance. Include all supporting information for verification purposes concerning all these covered deliveries, even though this supporting information may precede the period defined as recent above. For verification purposes, offeror's should furnish a point of contact/name, phone number, contract number and dollar value of recent, relevant contracts. The original delivery schedule will be compared to the actual delivery schedule to determine whether deliveries were made on time and whether there were any slippages. If so, include the reasons for those slippages, and whether a revised delivery schedule was incorporated.
- (End of provision)
- Submission of Requirements (Section L):
- a. General:
- i. Proposals must comply with the following instructions. Deviations from these instructions may result in your proposal being considered inadequate for evaluation purposes. Proposals that do not contain the information requested in this document risk being determined unacceptable by the Government. If any offer submitted in response to this solicitation is favorably considered, a survey team may contact your facility to validate information provided in the proposal.
- ii. The complete proposal, including executed solicitation and all amendments, along with all copies of the various required volumes shall be submitted to the Army at the address shown below no later than the date and time specified in the solicitation/amendment document(s). This office does not have the capability to accept electronic submissions and all data must be hardcopy and/or CD ROM as specified.
- HQ, U.S. Army Field Support Command
ATTN: AMSFS-CCA-M/Wanda Malvik
1 Rock Island Arsenal
Rock Island, IL 61299-6500
Phone: (309) 782-5929 FAX (309)782-7131
Email: malvikw@afsc.army.mil
- iii. Section L paragraph numbering scheme maps to Section M's paragraph numbering scheme.
- iv. PROPOSAL CONTENT: The proposal must clearly and convincingly communicate the capability of the offeror to perform the work required as described in this RFP. It must also clearly indicate that the offeror has a thorough understanding of the requirements and is able and willing to devote the necessary resources to meet the production schedule with a product that conforms to the requirements stated in the RFP. Statements that say no more than that the offeror understands the requirements are inadequate. The statement must be a clear and detailed account of the offeror's manufacturing plan, management approach, production capabilities, testing capabilities, and quality control systems. The Government does not assume the duty to search for data or information to cure problems it finds in proposals. The burden of providing complete and thorough information to address the elements remains with the offeror.

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v. A one-time deviation to the Partial Small Business Set Aside Clause (FAR 52.219-7) was approved on September 21, 2004 to allow deviating from the order of precedence for award of contracts relative to the non-set-aside and set-aside portions and unit cost for the set-aside portion. Award will be made in accordance with the approved deviation to the FAR clause. All offers will be evaluated and award will be made in accordance with the provisions of this solicitation. The overall 'best value' offeror will be awarded the 60 percent portion of the acquisition. If the overall 'best value' offeror is a small business, that award will be considered the set-aside portion of the acquisition. The remaining 40 percent will be awarded to the offeror who is the next 'best value', regardless of their size standard. If the overall 'best value' offeror is a large business, that award will be considered the non-set-aside portion of the acquisition. The remaining 40 percent will be awarded to a small business who is the next 'best value'.

b. Proposal Submission Guidance:

This section specifies the format that offerors shall use in their proposal. The intent is not to restrict the offerors in the manner in which they will prepare their proposals, but rather to ensure a certain degree of uniformity in the format of the responses for evaluation purposes.

i. Offerors shall submit their written portions of their proposal in separate volumes subject to the following identification and quantities:

VOLUME	TITLE	NO. OF COPIES REQUIRED	PAGE LIMIT
		(in addition to Original)	
I	TECHNICAL (Manufacturing Plan, Quality Plan, & Management)	5 paper copies with proposal submission	95 pages
II	PAST PERFORMANCE (Quality and On-Time Performance)	4 paper copies with proposal submission	25 pages
III	PRICE	2 paper copies and 1 Electronic copy(CD ROM) with proposal submission	None
IV	SMALL BUSINESS UTILIZATION	2 paper copies with proposal submission	None

ii. All information pertaining to a particular volume shall be confined to that volume. For example, all technical information shall appear in Volume I. No price information shall be presented in Volumes I-II, and IV. All price information shall be limited to appearing only in Volume III. Information found in an incorrect volume will not be considered in the evaluation process.

iii. Each volume shall be provided in a separate binder, limited to the page restrictions outlined above. Please note that Volume I, Technical Approach, is limited to 95 pages, and Volume II, Past Performance, is limited to 25 pages. Excess pages will be removed from the backs of Volumes I and II and will NOT be read or evaluated. The cover, title page, tables of contents, divider pages, mandatory forms, consent letters, and exhibits will not be counted against page limitations. Sheets 11" X 17" may be used for purposes of submitting foldout charts and are part of the page limitation. The use of tabs and dividers is required.

iv. Each volume shall consist of a cover, a title page, a table of contents, and the body of the proposal. The table of contents shall provide sufficient detail to allow Government evaluators to easily identify the important factors. All factor narratives shall be separately tabbed and clearly identified.

v. The cover shall contain the following items as a minimum:

"Proposal for M228 Fuzes, Solicitation W52P1J-04-R-0116"

Volume Number and Title

Name and Address of Offeror

Offeror Point of Contact and Phone Number

Identification of either "original" or "copy number ____ of ____" with the individual copies identified sequentially.

Date of submission

vi. Each offeror shall submit only one offer. Alternate proposals will not be accepted.

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- vii. REVISED FINAL PROPOSAL - If revised proposals are required, revisions shall be stricken through and corrections highlighted or otherwise identified. The offeror shall submit a summary of proposal changes and all annotated changes shall be in a different font color. Government evaluators will not review any data that was not identified during the evaluation phases of revised proposals.
- viii. For the purpose of this proposal, the term "offeror" includes all team or joint venture arrangements and all major subcontractors.
- ix. The government will not reimburse costs incurred by offerors associated with preparation of proposals.

c. Proposal Structure and Information to be Submitted:

Offerors shall provide information for each Factor and Subfactor in the format and sequence identified below. Offerors must provide information in sufficient detail to allow the Government to make a Best Value assessment of the following factors:

- Volume I - Technical
 - A. Manufacturing Plan
 - B. Quality Plan
 - C. Management
- Volume II - Past Performance
 - A. Quality
 - B. On-Time Performance
- Volume III - Price
- Volume IV - Small Business Utilization

d. VOLUME I - TECHNICAL: The offeror's proposal shall address their approach to manufacturing the M228 Fuze in accordance with the applicable technical data. The Technical volume shall be organized as described below:

- Cover
- Title Page
- Table of Contents
- i. Manufacturing Plan: The offeror shall provide a description of its manufacturing plan proposed for production of the M228 Fuze to meet the requirements of the RFP. This description will demonstrate the offeror's level of understanding of and compliance with the technical data package (drawings and specifications). The plan must be realistic, achievable, and supportable. The Government will not assume the duty to search for data or information to cure problems it finds in proposals. The burden of proving complete and thorough information to address the elements below remains with the offeror. Proposals that do not contain the information requested in this paragraph risk being determined unacceptable by the Government. Proposals will address, as a minimum, the following:
 - o Information as to whether the process/part is manufactured in-house or procured from a sub-contractor/vendor. For each part: define all work to be accomplished by a sub-contractor and provide the name of the proposed sub-contractor.
 - o Describe how the proposed manufacturing plan would handle increasing the quantity up to the maximum quantity.
 - o Describe how the proposed manufacturing plan will meet the delivery schedule.
 - o Description of the method of producing the fuze body and primer holder. Describe the types and quantities of molds to be employed. Describe the protective finish application process.
 - o Description of the method of manufacturing the safety pin assembly to meet the pull force requirements of the M228 Fuze.
 - o Description of the method of staking the primer holder and application of sealant to the cartridge delay assembly. Describe types and quantities of machines to be used.
 - o Description of the method of producing the delay composition. Describe types and quantities of machines to be employed in loading the delay composition. Describe how the moisture content of the pyrotechnic mix and at the loading operations is controlled.
 - o Description of the method of assembling the M228, less igniter. Describe types and quantities of machines to be used.
 - o Description of how the proposed manufacturing process prevents the formation of critical defects.

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ii. Quality Plan: The offeror shall provide a detailed discussion of the proposed approach for the performance of Quality Assurance that meets the requirements defined in Section E (Inspection and Acceptance) of the solicitation and the requirements of the specifications. The offeror shall provide a detailed discussion of the offeror's proposed Quality System through the submission of the offeror's Quality System plan as defined in Section E. The Offeror's Quality System plan shall include, at a minimum:

- o A copy of the current Quality Manual. (The Quality Manual will NOT count towards the page total limit for this volume.)
- o If certified, provide a copy of your national standard certification (i.e ISO).
- o A description of the inspection points on the proposed production line.
- o A description of the management principles and policies which describe the approach to be followed in performance of the quality program and which demonstrates corporate commitment throughout the life of this contract.
- o Procedures for identification, correction, and resolution of deficiencies found in components, subassemblies, and assemblies of parts to be made into the end items.
- o A description of the interrelations of the offeror's quality program throughout the organization and its relationship with the subcontractors and suppliers.
- o A description of the calibration system covering measuring and test equipment and measurement standards in accordance with ANSI/ASQC Q92 (ISO 9002) or equivalent.
- o A description of the proposed rework and repair plan/program.
- o A description of any plans for continuous improvement.
- o A description of the in-process and final acceptance criteria for the M228 Fuze.
- o Discussion and sketch of test equipment required to conduct the final acceptance functioning testing of the M228 Fuze.
- o A description of the proposed program for inspection, prevention, and control of critical defects.
- o A description of the proposed process for inspecting the delay column.

iii. Management: This volume will describe the offeror's Integrated Master Plan (IMP). The offeror shall include, at a minimum:

- o Details for planning, establishing, and implementing all processes the offeror intends to use to execute the program and control technical, cost, and schedule risk.
- o Define and describe the integration of all the diverse tasks and milestones that must be successfully completed along with the requisite resources.
- o Present a description of the process for development, qualification, and insertion of new technology, product, or process improvement.
- o Identify resources required to successfully support this process.

e. VOLUME II - PAST PERFORMANCE: A significant achievement, problem, or lack of relevant data in any evaluation area (in accordance with the FAR, lack of past performance is to be treated as neutral) can become an important consideration in the source selection process. A negative finding under any factor may result in an overall high performance risk rating. Therefore, offerors are reminded to include all recent and relevant past efforts, including demonstrated corrective actions, in their proposal. The Past Performance volume shall be organized as described below:

- Cover
- Title Page
- Table of Contents

- i. General: The offeror shall detail and describe its delivery performance on all recent and relevant Government or commercial contracts.
- ii. Offerors shall include in their proposal the written consent of their proposed subcontractors to allow the Government to discuss the subcontractor's past performance evaluation with the offeror during negotiation, if applicable.
- iii. Offeror is responsible for providing adequate information to show that their past performance is recent and relevant. The offeror shall submit the above required data to support the effort required by this solicitation.
- iv. The offeror must submit a list of all contracts: government, commercial, and foreign military sales (FMS) that meet the criteria of the definition for "Recent". For the purpose of submitting proposals, "recent" is defined as occurring within the past 3 years prior to the solicitation's initial closing date. "Relevant" is defined as having previously produced like or similar items. Like or similar items are defined as items that have been produced utilizing the same manufacturing processes, essential skills, and unique techniques needed to produce the required assemblies. A like item shall also have performed under similar performance parameters and environmental conditions as the required assemblies. Offerors shall provide a brief narrative explanation of how/why they believe their experience is relevant, however, the Government reserves the right to determine whether an item/service is the same or similar. Other sources

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available to the Government other than those listed in the contractor's proposal may be used to gather and evaluate criteria. For example, the Government may use data gathered via the PPIMS system, CPARS, pre-award offices at other major support commands, past customers, and previous contracting officials.

v. The offeror shall identify both prime contracts and major subcontracts for relevant items as defined above. For the purposes of this acquisition, "offeror" is defined as prime contractor and subcontractor's offers. Both Government and Commercial contract descriptions shall include the information requested below in the following format:

A. Quality: Offerors shall provide information on their recent, relevant performance in the area of quality. The Government will evaluate all relevant quality issues that it discovers during the period of recent performance, regardless of when the actual delivery was made. Proposals will address, at a minimum, the following:

- o Number of Request for Waivers (RFWs) submitted on past production lots.
- o Relevant historical percentage of production lots accepted at initial submission to the customer and record of quality related issues impacting on-time delivery of product.
- o Record of quality of First Article Test submissions on this or similar items.
- o Number of government issued Corrective Action Requests (CARs) and adequacy of corrective and preventive actions taken in response to CARs.
- o Summary of historical first-pass yield data, scrap reduction data, or results of past product/process improvement initiatives.
- o Summary of customer satisfaction data to include number and severity of quality related complaints and responsiveness to product quality deficiency reports (PQDRs) on this or similar items.
- o Offeror's past performance should demonstrate that industrial standard quality techniques, such as ISO 9001:2000 or equivalent have been utilized and are a part of the offeror's corporate quality structure.
- o Offeror's recent, relevant past performance should demonstrate that quality procedures are sufficient to provide confidence through objective evidence that products will meet or exceed the requirements of the solicitation.

B. On-Time Performance: Offerors shall provide information regarding recent, relevant past performance in the area of timeliness of deliveries. The offeror must provide information for deliveries made, deliveries scheduled-to-be made, and deliveries rescheduled-to-be made during the period of recent past performance. Include all supporting information for verification purposes concerning all these covered deliveries, even though this supporting information may precede the period defined as recent above. For verification purposes, offeror's should furnish a point of contact/name, phone number, contract number, and dollar value of recent, relevant contracts. The original delivery schedule will be compared to the actual delivery schedule to determine whether deliveries were made on time and whether there were any slippages. If so, include the reasons for those slippages, and whether a revised delivery schedule was incorporated.

f. VOLUME III - PRICE

i. Pricing templates will be required in lieu of Section B (see Exhibit C). With respect to pricing, the proposal response is presumed to represent the offeror's best effort to respond to the solicitation. Any inconsistency, whether real or apparent, between promised performance and price, shall be explained in the cost/price volume. For example, if the use of new and innovative techniques has an impact on unit price, their impact on price shall be explained by the offeror. If a business policy decision has been made to absorb a portion of the program costs that have not been included in your proposed pricing, that decision shall be stated and quantified in the proposal. Any significant inconsistency, if not explained, raises a fundamental issue of the offeror's understanding of the nature and scope of the work required, and may be grounds for rejection of the proposal. The burden of proof as to price credibility rests with the offeror.

ii. All prices for this acquisition shall be stated in U.S. dollars.

iii. At a minimum, the cost/price volume shall consist of an electronic copy of the filled-out pricing template as attached to this solicitation, and a paper copy of the filled-out pricing template (include both the "Pricing" and "Evaluation Calculations" tabs). The electronic copy of the filled-out pricing template should be submitted on a single-write CD ROM to prevent accidental erasure or change of the data therein. The cost/price volume shall contain any additional information considered necessary to explain the proposed pricing.

iv. Instructions for completion of the pricing template:

A. All information to be filled in by the offeror is highlighted on the template in blue.

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- B. The offeror shall enter its full name in the space provided.
- C. As stated in the solicitation, the Government plans to make multiple awards (one award at 60% quantity and one award at 40% quantity). The offerors shall provide unit pricing for each quantity scenario (60%, 40%) as set forth in the bidding templates.
- D. The offeror shall provide unit pricing covering the range established by the pricing template for the base year and three option years. For each quantity scenario the offeror may propose different unit prices (for example, lower prices for higher quantities, and visa versa) for different quantities, as long as unit prices are proposed for all quantities in the range. The following instructions are provided to assist in filling out the quantities and unit prices:
1. The offeror shall enter the maximum quantity for each range it is offering in the space provided for the base year and three option years. The spreadsheet will automatically calculate the minimum quantity for ranges 2 through 3 (if offered) based on the maximum quantities provided for the previous range. Up to three ranges may be proposed. Proposals offering more than three ranges, or that fail to address all quantities in the range established by the minimum and maximum quantities specified on the pricing template, may be considered non-responsive.
 2. The offeror shall then enter unit prices for each range offered in the space provided. Offerors are reminded that unit prices shall not exceed two decimal places. Proposals offering unit prices exceeding two decimal places may be considered non-responsive.
 3. The offeror shall enter the total price, not to exceed two decimal points, for First Article Test for base year in the applicable shaded area on the "Price Evaluation" tab.
 4. The offeror shall enter the Government Furnished Unit (GFE) price, not to exceed four decimal points, for GFE in the applicable shaded area on the "Price Evaluation" tab.
- E. No other information is to be added to the pricing template, nor shall offerors make any changes to the template.
- F. In the event of a discrepancy in unit prices between the electronic copy of the pricing template, its paper copy, or Section B of the solicitation, the prices contained in the electronic pricing template shall prevail.
- g. VOLUME IV - SMALL BUSINESS UTILIZATION:
- The Small Business Utilization volume shall include the following:
- i. All offerors (small, large and foreign) are required to identify the extent to which the following small businesses and educational institutions will be utilized in the contract:
 - A. Small Businesses (SBs), Veteran-Owned Small Business (VOSB), Service Disabled Veteran-Owned Small Business (SDVOSB), Small Disadvantaged Businesses (SDBs), Women-Owned Small Businesses (WOSBs), Historically Underutilized Business Zone (HUBZone) Small Businesses, hereinafter all referred to as SB; and
 - B. Historically Black Colleges, Universities, and Minority Institutions (HBCU/MIs).
 - ii. For Small Businesses, as identified by the size standard for the North American Industry Classification System (NAICS) Code applicable to this solicitation, the offeror's own participation as a SB or HBCU/MI is to be identified and will be considered in evaluating small business utilization.
 - iii. Small Business Utilization
 - A. The offeror is to provide names, products/services, and estimated dollar value and type of SB and HBCU/MIs who would participate in the proposed contract in the format below.
- | SB TYPE | ESTIMATED \$ VALUE | PRODUCT/SERVICE | COMPANY NAME |
|-------------|--------------------|-----------------|--------------|
| TOTAL SB \$ | | | |
- B. Large business offerors, where FAR 52.219-9 applies, shall identify the total subcontracting dollars.
- C. Realism - All offerors are to provide a detailed description of their methods used to promote and utilize small business, as prescribed by FAR 52.219-8, in contracts performed within three years prior to the initial solicitation closing date for the same or similar items:

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1. A description and available documentation of the methods employed to promote small business utilization and
2. A description of the internal methods used to monitor small business utilization.
3. Large business offerors shall document their performance, using information prescribed by FAR 52.219-9 "Small Business Subcontracting Plan", in contracts within three years prior to the initial solicitation closing date, for the same or similar items. This documentation shall include their actual performance in utilizing SB and HBCU/MI contractors. The documentation shall include the final or most recent Standard Form 294 for each relevant contract. If the large business proposes substantially different small business utilization than experienced on similar work in the past, they must explain how they will accomplish that higher/lower proposed level. Large businesses that have not had a contract in the past three years incorporating FAR clause 52.219-9, shall so state.

(End of Clause)

*** END OF NARRATIVE L 001 ***

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SECTION M - EVALUATION FACTORS FOR AWARD

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

MA7001

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.217-4	EVALUATION OF OPTION EXERCISED AT TIME OF CONTRACT AWARD	JUN/1988
M-2	52.247-47	EVALUATION-F.O.B. ORIGIN	JUN/2003
M-3	9.306(C)	FIRST ARTICLE APPROVAL	SEP/1995

a. Evaluation of bids or offers where first article test are waived for eligible bidders or offerors will be made by deleting the CLIN calling for First Article Testing.

b. Earlier delivery, if required in case of waiver of first article testing, shall not be a factor in evaluation for award.

(End of Provision)

(MF7007)

The current policy set forth in FAR 52.219-7 "Notice Of Partial Small Business Set-Aside (June 2003)", dictates the order of precedence for award of contracts relative to the non-set-aside and set-aside portions, and prescribes the maximum allowable unit cost for the set-aside portion.

Currently, FAR Part 52.219-7, which addresses the acquisition of set-aside portion, requires that agencies award partial small business set-aside as prescribed in FAR Subpart 19.508(d). In part, FAR 52.219-7:

"(2) Offers on the non-set-aside portion will be evaluated first and award will be made on that portion in accordance with the provisions of this solicitation.

(3) The set-aside portion will be awarded at the highest unit price(s) in the contract(s) for the non-set-aside portion, adjusted to reflect transportation and other costs appropriate for the selected contractor(s).

(4) The contractor(s) for the set-aside portion will be selected from among the small business concerns that submitted responsive offers on the non-set-aside portion. Negotiations will be conducted with the concern that submitted the lowest responsive offer on the non-set-aside portion. If the negotiations are not successful or if only part of the set-aside portion is awarded to that concern, negotiations will be conducted with the concern that submitted the second-lowest responsive offer on the non-set-aside portion. This process will continue until a contract or contracts are awarded for the entire set-aside portion."

Deviation to the above FAR clause was approved on 21 September 2004 as a modification to the clause, and reads:

[(2) All offers will be evaluated and award will be made in accordance with the provisions of this solicitation.

(3) If the first best value award (for sixty percent) is to a small business concern, then that award will constitute the set-aside portion of the solicitation, with the remaining forty percent open to all other eligible offerors. If the first best value award (for sixty percent) is to a large business, then the remaining forty percent shall constitute the set-aside portion for small business.

(4) The set-aside portion will be awarded in accordance with the provisions of this solicitation at a price determined to be

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fair and reasonable by the Contracting Officer. [The remainder of FAR Clause 52.219-7 "Notice of Partial Small Business Set-Aside (June 3003) remains unchanged].

The FAR deviation benefits the Government by allowing it flexibility to award both the non-set-aside portion and the set-aside portion under best value.

A single source cannot meet the increased future demand in quantities with a single-shift manufacturing facility.

The small business partial set-aside clause as written contemplates that price will be the sole determining factor in award, and that the winner of the non-set-aside portion of the award is eligible to win the set-aside portion as well. Under the approved deviation, this solicitation allows for a best value acquisition with price being only one of several determining factors, and the winner of one portion of the award will not be eligible to win the remaining portion.

*** END OF NARRATIVE M 001 ***

SECTION M

Evaluation Factors and Criteria for Award:

a. General Considerations:

i. Selection of the successful offerors will be made on the evaluation criteria stated below. However, any proposal that is unrealistic in terms of technical or small business approach, past performance, and/or costs (high or low) will be deemed reflective of an inherent lack of competence or a failure to comprehend the complexity and risks of the Government's requirements stated in this solicitation. Unrealistic proposals may result in an unacceptable rating, which may render the proposal ineligible for award.

ii. Proposals will be rated only on their content. Assumptions, preconceived ideas, and personal knowledge or opinions not supported by material provided in the proposal will not be considered or used as a basis for evaluating. The past performance evaluation may use data other than that provided with the offeror's proposal (e.g. PPIMS, CPARS, other supporting commands, past customers, and previous contracting officials).

b. Evaluation Guidance:

i. Selecting offerors for award will be based on an evaluation of proposals in four areas: Technical (Manufacturing Plan, Quality Plan, and Management), Past Performance (Quality and On-Time Performance), Price, and Small Business Utilization. Each area is separately described below.

ii. Proposal contents and elements that appear to be unreasonable, unrealistic, unsupported, unclear, and/or deficient will be identified. The Government intends to award without discussion, however, if the contracting officer determines it necessary, discussions may be conducted. If, after discussions have begun, an offeror is no longer considered to be among the most highly rated offerors being considered for award, that offeror might be eliminated from the competitive range. Unreasonable cost estimates may be deemed to reflect a failure to understand the Government's requirements. This may be grounds for removing an offeror from the competitive range.

Ratings and Evaluation Criteria:

a. The evaluation criteria are divided into tiers of importance. First tier criteria are called factors. Second tier criteria are called subfactors.

b. The evaluation factors and subfactors for this solicitation are:

- FACTOR I: Technical Approach
- Manufacturing Plan (Subfactor)
 - Quality Plan (Subfactor)
 - Management (Subfactor)

- FACTOR II: Past Performance
- Quality (Subfactor)
 - On-Time Performance (Subfactor)

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FACTOR III: Price

FACTOR IV: Small Business Utilization

c. Technical Approach, Past Performance, and Small Business Utilization are rated adjectivally. Price is evaluated, but not rated.

d. Trade-Off Analysis. Best value awards to two financially capable offerors will be made based on a trade-off analysis which considers the following evaluation factors and subfactors:

- Technical Approach (Factor)
- Manufacturing Plan (Subfactor)
- Quality Plan (Subfactor)
- Management (Subfactor)

- Past Performance (Factor)
- Quality (Subfactor)
- On-Time Performance (Subfactor)

Price (Factor)

Small Business Utilization (Factor)

Relative Importance

Technical Approach is somewhat more important than either Past Performance or Price. Past Performance and Price are of equal importance. Small Business Utilization is less important than either Past Performance or Price. All evaluation factors other than Price, when combined, are significantly more important than Price.

Within the Technical Approach factor, the Manufacturing Plan subfactor is the most important. The subfactors of Quality Plan and Management are of equal importance and each is less important than the Manufacturing Plan subfactor.

Within the Past Performance factor, the Quality subfactor is somewhat more important than the On-Time Performance subfactor.

There are no subfactors under Price and Small Business Utilization.

e. Each proposal will be evaluated according to the solicitation criteria. The evaluators will make a qualitative assessment by assigning adjectival ratings. Any areas of the proposal requiring clarification will be referred to the Procuring Contracting Officer for resolution. The Procuring Contracting Officer reserves the right to contact offerors for clarification, without opening discussions during the evaluation process. The Government reserves the right to conduct an on-site visit of prospective awardees to assess their capabilities to meet the terms and conditions of the proposed contract, if deemed necessary.

f. Price is evaluated, but not rated.

g. The SSA reserves the right to select other than the low-cost proposal or the highest rated technical proposal based on trade-off analyses and in the best interests of the Government.

h. TECHNICAL EVALUATION CRITERIA (VOLUME I)

i. The submission will be evaluated to determine if the offeror has the technical knowledge, equipment, and personnel required to manufacture the product. All certifications and standards must be identified. Ratings will be based on a composite rating.

ii. Within the Technical volume, the following factors will be evaluated, A) Manufacturing Plan, B) Quality Plan, and C) Management. In evaluating the Technical factors, the evaluator will follow the guidelines of this document. Each factor will be given an individual adjectival rating as established in this plan. The generic definitions of the adjectival ratings to be used as guides when assessing this factor and its subfactors are:

UNACCEPTABLE - Lack of understanding or omission of key Government requirements. Deficiencies, significant weaknesses, and/or omissions exist which will require a major revision to be acceptable.

POOR - Presentation demonstrates shallow understanding of requirements and approach that only marginally meets performance or capability standards necessary for minimal but acceptable contract performance. Significant weaknesses exist which would require a major proposal revision in several critical factors.

GOOD - Presentation demonstrates an above average understanding of requirements and approach that exceeds performance or capability standards. Strengths identified that will benefit the Government. Evidence provided indicates that the stated approach will be

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successful and that the stated benefits will be attained. Weaknesses may exist, but they are readily correctable or capable of being resolved.

EXCELLENT - Presentation demonstrates a thorough understanding of requirements and overall approach that significantly exceeds performance or capability standards. Exceptional strengths identified that will significantly benefit the Government. Evidence provided validates the effectiveness of the stated approach and benefits. No significant weaknesses identified.

iii. The overall technical rating will include the individual ratings received on the Manufacturing Plan, Quality Plan, and Management. The overall rating will be Unacceptable, Poor, Good, or Excellent.

TECHNICAL (VOLUME I) SUBFACTOR EVALUATION CRITERIA:

a. The evaluated subfactors - Manufacturing Plan, Quality Plan, and Management - will each be rated as Unacceptable, Poor, Good, or Excellent based on the following:

i. Manufacturing Plan:

UNACCEPTABLE: The contractor's Manufacturing Plan fails to address the equipment, tooling, manpower, inspection methods, materials, manufacturing methods/process and facilities to manufacture the M228 fuze in accordance with the applicable RFP provisions and production schedule. A production process from both in-house and procured component manufacturing of the key critical elements such as the fuze body production, required pull force achievement of the safety pin assembly, primer staking, all aspects of the delay composition, the assembly of the M228 fuze and the prevention of critical defects is inadequately defined. The offeror's process cannot meet the delivery schedule without major revision. The offeror's Manufacturing Plan/process does not have the throughput to satisfy unforeseen quantity increases.

POOR: The contractor's Manufacturing Plan addresses some of the equipment, tooling, manpower, inspection methods, materials, manufacturing methods/process and facilities to manufacture the M228 fuze in accordance with the applicable RFP provisions and production schedule. A production process from both in-house and procured component manufacturing of the key critical elements such as the fuze body production, required pull force achievement of the safety pin assembly, primer staking, all aspects of the delay composition, the assembly of the M228 fuze and the prevention of critical defects is partially defined. The offeror's process has significant weaknesses to meet the delivery schedule without revision. The offeror's Manufacturing Plan/process throughput has significant weaknesses that does not satisfy unforeseen quantity increases.

GOOD: The contractor's Manufacturing Plan adequately addresses all of the equipment, tooling, manpower, inspection methods, materials, manufacturing methods/process and facilities to manufacture the M228 fuze in accordance with the applicable RFP provisions and production schedule. An acceptable production process was described from both in-house and procured component manufacturing of the key critical elements such as the fuze body production, required pull force achievement of the safety pin assembly, primer staking, all aspects of the delay composition, the assembly of the M228 fuze and the prevention of critical defects is adequately defined. The offeror's process is adequate to meet the delivery schedule. The offeror's Manufacturing Plan/process has acceptable throughput to satisfy most unforeseen quantity increases.

EXCELLENT: The contractor's Manufacturing Plan thoroughly addresses all of the equipment, tooling, manpower, inspection methods, materials, manufacturing methods/process and facilities to manufacture the M228 fuze in accordance with the applicable RFP provisions and production schedule. A detailed production process from both in-house and procured component manufacturing of the key critical elements such as the fuze body production, required pull force achievement of the safety pin assembly, primer staking, all aspects of the delay composition, the assembly of the M228 fuze and the prevention of critical defects is clearly, and fully defined. The offeror's process is more than adequate to meet the delivery schedule. The offeror's Manufacturing Plan/process has more than adequate throughput to satisfy any unforeseen quantity increases.

ii. Quality Plan:

UNACCEPTABLE: The deficiencies in the Quality Manual indicate improvements to the Quality System that require significant time and major proposal revision to meet requirements. The offeror's Quality Management System fails to demonstrate ability to identify adverse trends and prevent the production of nonconforming material. There is potential to cause many, significant quality related problems, which would lead to QDRs, CARs, RFWs, RFDs, FAT failures, or lot acceptance failures.

POOR: The offeror's Quality Management System marginally demonstrates the ability to identify adverse trends and prevent the production of nonconforming material. There is potential to cause quality related problems, which would lead to QDRs, CARs, RFWs, RFDs, FAT failures, or lot acceptance failures.

GOOD: The offeror's Quality Management System demonstrates the ability to adequately identify adverse trends and prevent the production of nonconforming material. The offeror's corrective action program adequately addresses root cause and prevention of future defects. The offeror adequately describes a quality system that identifies adverse trends and prevents the production of nonconforming material.

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EXCELLENT: The offeror has a third party registration to ISO 9001:2000 or to an alternate program/system (per section E quality clause). The offeror provided full documentation and implementation of a Quality Management System. Quality program is structured to prevent production of non-conforming material. Corrective action program addresses root cause and prevention of future defects. The offeror thoroughly describes a quality system that identifies adverse trends and prevents the production of nonconforming material.

iii. Management:

UNACCEPTABLE: The offeror's Integrated Master Plan (IMP) fails to demonstrate the ability to deliver quality fuzes per RFP schedule. The offeror's IMP has significant deficiencies. Offeror fails to demonstrate understanding of the risks involved in executing program and has no processes or resources to control them. The offeror's processes and resources fails to demonstrate the offeror's ability to support modernization. The offeror fails to identify all processes and resources required for development, qualification, and implementation of new technology, product, or process improvement.

POOR: The offeror described a time phased plan showing the schedule of events that lacked many details. The offeror's IMP has significant weaknesses. Some key events are contained on the master schedule, but has significant weaknesses. Offeror demonstrates a minimal understanding of the risks involved in executing program and has few processes and resources to control them.

GOOD: The offeror described an adequate time phased plan showing the schedule of events. Most key events are contained on the master schedule. Offeror demonstrates a good understanding of the risks involved in executing program and has most processes and resources to control them. The offeror displays ability to support some modernization. All processes and resources are identified and most are in place for development, qualification, and implementation of new technology, product, or process improvement.

EXCELLENT: The offeror described a thorough time phased plan showing the schedule of events. Offeror demonstrates full understanding of risks involved in executing program and has processes and resources to control them. The offeror displays ability to support modernization. All processes and resources are in place for development, qualification, and implementation of new technology, product, or process improvement.

i. PAST PERFORMANCE EVALUATION CRITERIA (VOLUME II)

i. The Government will evaluate the relevancy and quality of the offeror's Past Performance as it relates to the probability of successful accomplishment of the required effort. Performance Risks are those associated with an offeror's likelihood of success in performing the solicitation's requirements as indicated by the offeror's record of past performance, including quality, technical performance, delivery schedule conformance, and the offeror's general history of cooperative behavior and commitment toward customer satisfaction on relevant contracts as defined in section L (within the past three years). A significant achievement, problem, or lack of relevant data in any element of the work can become an important consideration in the selection process. Therefore, offerors are reminded to include all relevant past efforts, including demonstrated corrective actions, in their proposal. As part of this effort, evaluators will consider relevant data extrinsic to the proposal, which is otherwise available to the Government. This information will then be assessed along with the offeror's proposal to determine the performance risk.

ii. Proposals pertaining to the on-time performance and quality of the offeror's past performance shall be evaluated only on their content. Assumptions, preconceived ideas, and personal knowledge or opinions for these factors not supported by material provided in the proposals will not be considered or used as a basis for evaluation. However, the Government's evaluation of past performance may include data/information from sources other than those provided with the offeror's proposal.

iii. Sources available to the Government other than the contractor's proposal will be used to evaluate past performance. Sources such as, but not limited to, contracting and pre-award offices at other commands may be used to gather information. In addition, the Government has the right to consider information regarding contractor performance up to the date of award.

iv. The offeror's Past Performance risk will be evaluated using the following adjectival ratings:

A. Quality:

HIGH RISK - Substantial doubt exists whether the offeror would comply with the quality requirements. Offeror has recent, relevant past performance with a history of experiencing major quality related problems which resulted in CARs, QDRs, RFWs, suspensions of recently produced lots, First Article Test failures, and/or Lot Acceptance Test failures and which were the fault of the offeror.

MODERATE RISK - Some doubt exists whether the offeror would comply with the quality requirements. Offeror has recent, relevant past performance with a history of experiencing some minor quality related problems which resulted in CARs or QDRs, and which were the fault of the offeror.

LOW RISK - Little doubt exists that the offeror will successfully perform the required effort. Offeror has had recent, relevant past performance and any quality related problems were determined not to be the fault of the offeror.

NEUTRAL RISK - No performance record identifiable. This rating will not help or hurt the offeror's rating.

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B. On-Time Performance:

HIGH RISK - Substantial doubt exists whether the offeror would perform in accordance with the delivery schedule. Offeror has recent, relevant past performance with a substantial number of deliveries that were not on time and which the delays were not the fault of the Government.

MODERATE RISK - Some doubt exists whether the offeror would perform in accordance with the delivery schedule. Offeror has recent, relevant past performance with only a few deliveries that were not on time and which the delays were not the fault of the Government.

LOW RISK - Little doubt exists that the offeror will successfully perform the required effort. Offeror has had recent, relevant past performance and its deliveries were consistently on time. Any late deliveries were the fault of the Government.

NEUTRAL RISK - No performance record identifiable. This rating will not help or hurt the offeror's rating.

j. PRICE EVALUATION CRITERIA (VOLUME III)

i. Price will be an evaluation factor; however, it will not be adjectivally scored. Costs for GFE in possession of the offeror will be evaluated based on the factors calculated as a result of the provision entitled "Use and Charges" located in Section I of the RFP.

ii. Price analysis shall be used to determine A) price reasonableness and B) whether the proposal reflects an understanding of the effort required. Additional analysis techniques may be used as determined necessary by the procuring contracting officer. These methods of evaluation may include the use of information/input from sources such as (but not necessarily limited to) other Government agencies and personnel. As part of the evaluation, proposals shall be reviewed to identify any significant unbalanced pricing. In accordance with FAR 15.404-1(g), i.e., Unbalanced Pricing, a proposal may be rejected if the contracting officer determines the lack of balance poses an unacceptable risk to the Government.

iii. The total evaluated price will be derived from the offeror's unit prices as inserted into the pricing template. The total evaluated price is identified as "Total Evaluated Price" at the bottom of the "Pricing" tab of the template. This price represents an average value that takes into consideration the unit prices offered for various quantities per year. This price is based upon calculations performed on a yearly basis using the offered prices applicable to various selected quantities. The following is provided to assist offerors in understanding how the "Total Evaluated Price" is calculated:

A. The pricing template tab labeled "Evaluation Calculations" contains a table for base year and three option years on the solicitation. The unit prices offered for each range as shown in the "Pricing" tab are shown in the upper part of the table for its corresponding year.

B. The table for base year and three option years contains a series of evaluation points as shown on the left side of the table. For each quantity, the program will determine the applicable unit price, and then multiply that quantity by the unit price to develop the total dollars.

C. The program then determines the average of the individual quantities and total dollars associated with each quantity. These values are shown at the bottom of each table. This average is based on the assumption that there is an equal probability of an award at any of the evaluation points.

D. The average quantity and total dollars for base year and three option years are then transferred to the "Pricing" tab of the template to the "Yearly Evaluated Price (All Ranges)" section. The program then determines the unit price per year by dividing the total price by the quantity.

E. The program then determines the "Total Evaluated Price" by summing the "Total Price" for each year of production, plus the total price for First Article Test (unless waived). The total evaluated price will be the value used for the purpose of selecting the apparently successful offerors from a pricing standpoint.

k. SMALL BUSINESS UTILIZATION (VOLUME IV)

i. The Government will evaluate all offerors' (small, large, and foreign) proposed utilization of:

- " Small Business (SB)
- " Small Disadvantaged Business (SDB)
- " Women-Owned Small Business (WOSB)
- " Veteran-Owned Small Business (VOSB)
- " Service Disabled Veteran-Owned Small Business (SDVOSB)
- " Historically Underutilized Business Zone Small Business (HUBZone) hereinafter all to be referred to as SBs; and
- " Historically Black Colleges and Universities/Minority Institutions (HBCU/MIs).

ii. For SBs, as identified by the size standard for the North American

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Industry Classification System (NAICS) applicable to this solicitation, the offeror's own participation as a SB or HBCU/MI is to be identified and will be considered in evaluating small business utilization.

iii. The Government will evaluate the extent to which an offeror identifies and commits to utilizing SBs and HBCU/MIs in the performance of the proposed contract as well as how well it has performed in this regard in the past. Such utilization may be as the contractor, a subcontractor, or as a member of a joint venture or teaming arrangement. The elements to be evaluated are:

- A. Complexity of specific products or services that will be provided by those SBs and HBCU/MIs.
- B. Estimated total dollar amount to SBs, as well as in each of the SB categories and HBCU/MIs.
- C. Realism - The Government will evaluate the offeror's actual past performance in achieving the proposed small business utilization on contracts performed within three years prior to the initial solicitation closing date for same or similar items to assess the realism of proposed small business utilization. This evaluation will include an assessment of:
 - 1. The offeror's performance as prescribed by the Federal Acquisition Regulation (FAR) clause 52.219-8, "Utilization of Small Business Concerns". SBs and HBCU/MIs are reminded to include their own performance on their contracts.
 - 2. For large business offerors, their performance as prescribed by FAR 52.219-9, "Small Business Subcontracting Plan". This includes evaluation of the offeror's actual performance in meeting SB and HBCU/MI subcontracting goals. Large businesses that have not held a contract in the past three years that included FAR 52.219-9, will be evaluated against FAR 52.219-8 only.
 - 3. Offerors without a record of past performance will not be considered favorably or unfavorably in developing a realism assessment. The fact that the offeror has no past performance will be noted for the Source Selection Authority.

*** END OF NARRATIVE M 002 ***